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Peter Rogues
vs
Ebenezer Rees

Pleas before the Honorable Seth Lewis, Peter Bryan Bruin and Daniel Tilton Esqueires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and two

Be it remembered that heretofore towit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the second Monday in April in the year of Our Lord One thousand Eight hundred and One Peter Rogues by Lyman Harding his Attorney brought into the Supreme Court aforesaid his Bill against Ebenezer Rees being in the Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of trespass on the Case, And there are pledges of prosecution towit John Doe and Richard Roe which said Bill following in these words towit— County of Adams S. Supreme Court April Term 1801. Peter Rogues Complains of Ebenezer Rees in Custody &c of a plea of Trespass on the Case. For that whereas on the Seventeenth day of June in the year of Our Lord One thousand Seven hundred and Ninety Nine at the County of Adams aforesaid the said Peter Rogues and Ebenezer Rees made and entered into a Certain Agreement in writing contained in the French Language with the proper hand of the said Peter Rogues and of the said Ebenezer Rees thereto Subscribed, and is in the following words and figures to wit— "Aujourd'huy dix Sept Juin de l'anne Mil Sept Cents quatre vingts dix neuf entre nous Soussignes Pl Rogues and Eben Rees Convenons & deputons d'accord de ce que Suit. Savoir Lue moi Pl Rogues Consent et declare avoir vendû a Monsieur Eben Rees une Maison Situee dans la ville des Natchez Sur une Terrein de Cent Cinquante pieds Carre et autre Balcpes dependant de ce meme Terrein Conformement a la vente que m'a été faite par Candel & pape au Greffe du St Bronton Notaire a la Nouvelle Orleans & dont j'ai remis la Copie à Mr Eben Rees la quelle Maison & Terrein le Ci dessus Lui avoir vendû pour le prix & Somme de trois Mille Sept Cents piastres gourdes Sonnantes payables de la Maniere Suivante C'est a dire. quinze Cents piastres gourdes a la fin de Cette Anne Courante & le restante dans un Anne. de ce jour de la datte du present Ecrit & apres lequel payement le declare & Consent a me desister entierement de toute droit quelconques le reconnoissant alors Seul' proprietaire et pourra en disposer Comme bon lui Semblera Sans que le puisse y mettre Aucun empechement quel Conque de ma part. Le Consent a lui envoyer a Sa demande pour Cent piastres de peintures & Huille Sans que le puisse exiger le payement de ses Cents piastres Ainsi que nous en avons été d'Accord. Et moy "Eben Rees Consent & declare Avoir achete la ditte Maison & Terrein Mentionné en l'autre part & Conformement a la Copie de vente qui a Ete passé au Greffe du Sr Bronton notaire a la Nouvelle Orleans & que m'a été remise parte St Rogues. En Consequence le Certifie lui Avoir Acheté la dette Maison pour le prix & Somme de trois Mille Sept Cents piastres gourdes & promets de payer au Sr Rogues de la meme maniere qu'il est déja fait mention C'est a dire quinze Cents piastres gourdes Sonnantes a la fin de Cette Anne Courante & le restant dans un Anné de ce jour de la datte du present ecrit Je Consent a ne point vendre ny retroceder le dit Terrein & Maison Jusques a ce que l'ai fait le payement en entier alors et me Sera libre d'en disposer Comme bon me Semblera Demeurant parfaitment d'accord pour toutes les Clauses dont il en fait mention Nous Soussignons de bonne foy en presence de Temoins le present ecrit & le passant double pour Servir a Un chacun de lui les nous y partant. Natchez le 17th Juin 1799. Pl Rogues Eben. Rees— Temoins Sutton Banks Chas Burgess— which said Agreement being translated into the English Language is as follows to wit "This day the Seventeenth day of June of the Year One thousand Seven hundred and Ninety Nine We the undersigned agreed as follows to wit that I Peter Rogues Consent and declare that I have Sold to Mr. Ebenezer Rees a house situated in the Town of Natchez upon a Lot of One hundred and fifty feet Square— and other

buildings depending on the same lot Conformable to the Sale which to me was made by Boisdoit and passed in the office of Mr Brontain Notary at New Orleans a Copy of which Sale I have delevered to Mr Ebenezer Rees. which House and lot I Certify to have Sold for the price of three thousand six hundred dollars / hard sounding Money / payable in the following manner that is to Say, fifteen hundred hard dollars at the end of the present Year, and the remainder in One Year from the date of the present writing. and after which payment I declare and Consent that I will give up all Right and title to the same of what nature soever Acknowledging him then the only proprietor. He may dispose thereof at his pleasure without Any hindrance whatever on my part. I Consent to lend to his demand for One hundred dollars of paint and Oil without my being able to exact payment for them One hundred dollars, it having been so Agreed between us. And I Ebenezer Rees Consent and declare to have bought the House and lot as aforesaid. And Conformable to the Copy of the Sale which Coy passed in the Office of Mr Brontain Notary in New Orleans And which was delevered to me by Mr Rogues. In Consequence I Certify to have bought the said House for the price and Sum of three thousand six hundred dollars & do promise to pay to Mr Rogues in the manner before Mentioned that is to Say fifteen hundred hard sounding dollars at the end of the present Year, and the Remainder in One Year from the day of the date of the present writing. I Consent not to Sell or Alienate the said lot and house until I shall have made entire payment therefor. then I shall be at liberty to dispose of the same at my pleasure remaining perfectly Agreed on all the Clauses of which mention is made we have Signed in good faith in presence of witnesses the present writing / and duplicate thereof for the use of each of us if the Case require it Natchez the 17th June 1799. Ebenr Rees = P Rogues. Witness Sutton Banks. Chas Durgit" And the said Peter Rogues doth Aver that afterwards towit on the first day of January in the Year of Our Lord One thousand and Eight hundred at the County aforesaid he the said Peter Rogues did deliver to the said Ebenezer Rees and at his Special instance and request the paint and Oil aforesaid according to the Agreement in writing aforesaid. and to the Acceptance and Satisfaction of the said Ebenezer Rees. By reason of all which said premises the said Ebenezer Rees became liable to pay unto the said Peter Rogues the said Sum of Money according to the Tenor and effect of the aforesaid Agreement in writing that is to say the said fifteen hundred dollars on the first day of January in the year of Our Lord One thousand and Eight hundred. and the remaining part of the said three thousand six hundred dollars that is to Say two thousand One hundred dollars, on the Seventeenth day of June in the year last aforesaid. And the said Ebenezer Rees being so liable in Consideration thereof afterwards towit on the said Seventeenth day of June in the aforesaid Year of Our Lord one thousand Seven hundred and Ninety nine at the County aforesaid took upon himself And then and there faithfully promised the said Peter Rogues to pay him the said Sums of money according to the tenor and effect of the said Agreement in writing. And whereas also the said Ebenezer Rees afterwards towit On the day and year last mentioned at the County aforesaid was indebted to the said Peter Rogues in Other three thousand six hundred dollars for One other house and lot by the said Peter Rogues to the said Ebenezer Rees and at his special instance and request before that time, Sold, Conveyed & possession thereof Given as well as for Other Oil & paint by the said Peter Rogues to the said Ebenezer Rees at his like Special instance and request before

that time Sold and delivered, and being in debted
Rees in Consideration thereof aforesaid to the
at the County aforesaid took upon himself and to the
the said Peter Rogues to pay him the said Sum
he the said Ebenezer Rees should be afterwards
also the said Ebenezer Rees afterwards to wit
at the County aforesaid was indebted to the said
six hundred dollars for divers Goods Wares &c
Peter Rogues to the said Ebenezer Rees and at his
request before that time sold and delivered to the
Ebenezer Rees in Consideration thereof afterwards to wit
last mentioned at the County aforesaid took upon him
there faithfully promised the said Peter Rogues to pay him the said Sum
of Money last mentioned when he the said Ebenezer Rees should be afte-
ward thereunto requested And whereas also the said Ebenezer Rees aftu
ward to wit on the day and year last mentioned at the County afore said
had Accounted together with the said Peter Rogues being then and there
ning divers other Sums of money before that time due from the said Ebeneza
Rees to the said Peter Rogues and then being in Arrear and unpaid
And the said Ebenezer Rees upon the said Accounts was then and there found
in Arrear to the said Peter Rogues in other three thousand six hundred
dollars. And being so found in Arrear he the said Ebenezer Rees in Considera
tion thereof afterwards to wit on the day and year last mentioned at
the County aforesaid took upon himself and then and there faithfully prom
sed the said Peter Rogues to pay him the said Sum of money last mentioned
when he the said Ebenezer Rees should [redacted] afterwards requested
Nevertheless the said Ebenezer Rees his several promises and undertakings
aforesaid in form aforesaid Made not in the least regarding the aforesaid
several Sums of money or any part thereof unto the said Peter Rogues hath
not yet paid / altho to pay the same / the said Ebenezer Rees by the said Peter
Rogues hath been often requested / but to pay the same to him the said Ebenezer
Rees hath hitherto altogether refused and still doth refuse to pay the same to
the said Peter Rogues to his damage six thousand dollars and therefore he
brings Suit &c

And the said Ebenezer Rees by Abm L Duncan his Attorney comes and defends
the wrong and injury when & where &c and says that he never did Assume upon
pay to the said Peter Rogues in manner and form as he hath Complained against
him in the writer declaration and of this for trial puts himself upon his Country
And the said Peter Rogues doth likewise—

Afterwards by virtue of a Statute of the General Assembly of the Territory afore
said in Such Case made and provided this Cause was transferred into the Su
perior Court of Law held at Natchez in and for the District of Adams
On the third Monday of June in the year One thousand eight hundred and
two which said Cause was legally Continued—

Afterwards to wit is Commanded that the Sheriff of Adams County in the
District of Adams and Territory aforesaid do Summon thirty two good and
lawful Men of his County and the Sheriff of Wilkinson County in the district
of Adams and Territory aforesaid do Summon ten good and lawful men
of his County according to the directions of the Act of the General Assembly
in Such Case made and provided to be and appear before the Judges of
the Territory aforesaid at a Superior Court of Law to be holden at Natchez
in and for the district of Adams on the third Monday in November in the
Year One thousand eight hundred and two by whom it shall be sworne
then And so forth to Recognize and so forth because as well and to the
at which day before the Judges of the Territory aforesaid at the Court afore
said then and there held Came as well the said Peter Rogues by his Attorney
Ebenezer Rees by their Attornies aforesaid and the Declaration
tion as above Made being Called Certain of them Came to and

Mc Intosh. Thomas Reed, David Holt, Joseph Newman. Robert Dunbar John Bolls, William Foster, Thomas Foster, Nelford Hoggatt, William Hoggatt John Bell and Farnworthy Hunter, who being impannelled Chosen tried and Sworn to Speak the truth Concerning the matter within Complained Say upon their Oaths that the said Ebenezer Rees did undertake and promise in Manner and form as the said Peter Rogues hath above Complained against him. and they Assess the damages of the said Peter Rogues on occasion of the premises besides his Costs & Charges by him about his Suit in that behalf expended to three thousand Six hundred dollars with lawful interest from the time the said sum became due untill paid. Therefore it is Considered by the Court here that the said Peter Rogues do Recover against the said Ebenezer Rees his said damages by the Juror aforesaid in form aforesaid Assessed and also thirty Eight dollars and Seventy Eight Cents for his said Costs & Charges by him expended in and about prosecuting his Suit in this behalf by the said Court now here to the said Peter Rogues with his assent Adjudged which said damages Costs and charges amount in the whole to four thousand two hundred and Eighty two dollars and Seventy Eight Cents. And the said Ebenezer Rees in Mercy &c.

Daniel Clark vs Ebenezer Rees

Pleas before the Honorable Seth Lewis. Peter Bryan Bruin and Daniel Tilton Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and two —

Be it remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the Second Monday in April in the Year of Our Lord One thousand Eight hundred and One Daniel Clark by Lyman Harding Esq. his Attorney brought into the Supreme Court in and for the Territory aforesaid his bill against Ebenezer Rees in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea that he render to him ten thousand Nine hundred and Twenty One dollars which he owes. and unjustly detains from him the said Daniel Clark. And there are pledges of prosecution to wit John Doe and Richard Roe. Which said bill follows in these words to wit Mississippi Territory ss: Supreme Court April Term 1801. Daniel Clark Complains of Ebenezer Rees in Custody &c of a plea that he render to him ten thousand Nine hundred and Twenty One dollars which he owes to him and unjustly detains from him: For that whereas the said Ebenezer Rees on the Seventh day of October in the Year of Our Lord One thousand Seven hundred and Ninety Nine at Natchez in the County of Adams aforesaid by his Obligatory Sealed with his Seal of the said Ebenezer Rees and to the Court now here Shewn the date whereof is the day and Year last aforesaid, acknowledged himself to be held and firmly bound to the said Daniel Clark by the name of Daniel Clark Junior in the said ten thousand

nine hundred and seventy one dollars to be paid to the said Daniel Clark (by the name of Daniel Clark Junr) when the the said Ebenezer Rees should be thereunto required. Never the less the said Ebenezer Rees (altho often requested) hath not yet paid the said ten thousand nine hundred and seventy one dollars or any part thereof to the said Daniel Clark but hitherto hath refused and still doth refuse to pay the same to him to the damage of the said Daniel Clark two thousand dollars and thereupon he brings Suit &c.

And the said Ebenezer Rees by Abner L Duncan his Attorney comes & defends the wrong and injury & when and where &c. and saith that he ought not to be charged with the said debt by Virtue of the pretended obligatory mentioned in the within declaration because he says that the said writing is not his deed. And the said Ebenezer by his Attorney aforesaid for further plea according to the Statute in such case made adopted and provided saith that the said Daniel Clark ought not to have or maintain his action against him, because he saith that before the day of exhibiting of the said bill of the said Daniel against him the said Ebenezer, paid to the said Daniel the said sum of money within mentioned and of this for trial puts himself upon his country. And the Plaintiff doth the like

Afterwards by Virtue of a Statute of the General Assembly of the Territory aforesaid in such Case made and provided. this Cause was transfered into the Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and two. which said Cause was legally Continued ——

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid. do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and two by whom and so forth and who neither and so forth to Recognize and so forth. because as well and so forth at which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held Came as well the said Daniel Clark as the said Ebenezer Rees by their Attorneys aforesaid and the Juron of which mention is above made being called & certain of them Came towit James Mattocks Isaac Bledsoe Nathaniel Tomlinson. William Foster, Thomas Foster, Anthony Hoggatt Wilford Hoggatt William Hoggatt Robert Dunbar James Barr John Bowles and Marmaduke Bowles who being empannelled chosen tried and sworn to speak the truth Concerning the matter within contained say upon their Oath that they find for the Plaintiff the debt in declaration mentioned to be discharged by the payment of five thousand seven hundred and twenty five dollars and forty five cents of lawful Therefore it is considered by the Court that the said Daniel Clark recover against the said Ebenezer Rees the said sum of five thousand seven hundred and twenty five dollars and forty five cents in form aforesaid found by the said Jury & also twenty five dollars and sixty nine cents for his said Costs and Charges by him expended in and about prosecuting his Suit in this behalf by the said Court here adjudged to the said Daniel Clark with his assent which said Debt and Costs aforesaid in the whole to five thousand seven hundred and fifty two dollars & forty five cents and the said Ebenezer in Mercy and so forth ——

John Denn on the demise of Lucy Rumsey. vs Benjah Asmun

Pleas before the Honorable Seth Lewis, Peter Bryan Bruin and Daniel Sutton Esqueires. Judges in and Over the Mississippi Territory at a Superior Court of law held at Natchez in and for the district of Adams On the third Monday in November, in the year of Our Lord One thousand Eight hundred and two.

Be it remembered that heretofore that is to Say on the twenty ninth day of April in the year of Our Lord One thousand Eight hundred And one. The Mississippi Territory hath sent their writ of Certiorari to John Ellis Esquire And Others Associate Justices of the Court of Common Pleas of the County of Adams in the Territory aforesaid Clouse in these words to wit— "United States of America to John Ellis Esquire and Others his Associate Justices of the Court of Common Pleas of the County of Adams in the Mississippi Territory. Greeting whereas John Denn on the demise of Lucy Rumsey hath lately in your said Court according to the forms of the said Court empleaded Benyah Asmun in a plea of trespass and Ejectment. And he being willing for Certain reasons that the Record of said Cause be Certified into our Supreme Court for the Territory aforesaid and that the same be there determined and not elsewhere. Command you And every of You that under your Seals or the Seal of One of You the Record of said Cause with all things touching the Same into our Supreme Court for the Territory aforesaid to be holden at Natchez in And for Said Territory on the Second Monday of October Next plainly and distinctly and in as full and Ample a Manner as the Same now remains before you You Send And Certify together with this writ. Witness the Honorable Seth Lewis Esquire Chief Judge in and Over the Territory aforesaid at Natchez this twenty Ninth day of April in the year of Our Lord One thousand Eight hundred And One, and in the twenty fifth year of American Independence—

The Record whereof Mention is made in the foregoing writ and all things touching the Same is in the following words to wit" Mississippi Territory County of Adams ss. Pleas before John Ellis and others his Associates Esquires, Justices of the Court of Common Pleas for the County of Adams at the Court house thereof in the Town of Natchez this Seventh day of May One thousand Eight hundred And One— Be it Remembered that heretofore to wit at a Court of Common Pleas Continued and holden for Said County at the Court House thereof On Wednesday the Seventh day of May in the Year of Our Lord One thousand Eight hundred John Denn on the demise of Lucy Rumsey by Robert Brooke his Attorney Came in the Same Court and brought into the Same his bill against Benyah Asmun being in Custody &c of a plea of trespass and Ejectment. Which Said bill hath for pledges for prosecution John Doe and Richard Roe. and is in the following words to wit. United States Mississippi Territory Adams County to wit. John Denn Complains of Benyah Asmun in Custody and so forth of a plea. For that whereas the said Lucy Rumsey on the tenth day of May in the year of Our Lord one thousand Seven hundred And ninety at the County aforesaid had demised and to farm let unto the said John Denn One Messuage and Tenement Containing two hundred Acres Situate lying and being in the County aforesaid between Chocumachatto and Second

Creek

about nine miles distant from the fort at Natchez beginning at a Red Oak corner on the North boundary of Amos Ogdon mandamus running thence North three hundred and thirty three perches French measure to a Hickory Stake, thence East Six hundred perches and ten tenths of a perch to a Sasafrap Stake, thence South three hundred and thirty three perches like measure to a Sasafrap Stake, on the North line of Amos Ogdons mandamus, thence West along the said line Six hundred perches and ten tenths of a perch like measure to the beginning, bounded on the South by Amos Ogdons mandamus on the West by unsurveyed lands on the eighth day of October seventeen hundred and Eighty Seven, on the North by lands claimed by Mr Isaac Johnson and on the East by lands claimed by Benjamin Holmes and other having such other marks and distinctions as will more fully Appear from the plat hereunto Annexed with the Appurtenances to have And to hold the said Mesuage and tenement with its appurtenances to the said John Senn and his assigns from the tenth day of May in the year aforesaid unto the full end and term of fifteen years then next ensuing and fully to be complete and ended. By virtue of which said demise the said John entered into the said Mesuage and tenement with the appurtenances and was thereof possessed and the said John being so thereof possessed the said Benejah Ormon after wards towit on the Eleventh day of May in the year aforesaid with force and Arms &c. entered into the said mesuage and Tenement with the Appurtenances which the said Lucy Ramsey had demised to the said John as from aforesaid for the Term aforesaid which is not yet expired and Eject the said John from the said Mesuage tenement and farm aforesaid and him so Ejected Kept out and Still Keeps out with force And Arms, and other wrongs and enormities to him then and there did to the great damage of him the said John, and against the peace of this Territory and of the United States wherefore the said John Sayeth that he is injured And hath damage to the value of twenty thousand dollars. and therefupon he brings Suit.

And the aforesaid Benjah Ormon by James Campbell his Attorney Comes and defends the force and injury when &c and Saith he is not Guilty of the trespass and Ejectment aforesaid as the said John Senn above Complains against him And thereof he puts himself upon the Country

Afterwards at a Court of Common Pleas Continued and holden for the County aforesaid at the Court house thereof on the Wednesday next after the first Monday in August in the year One thousand Eight hundred this Cause was legally Continued.

Afterwards at a Court of Common Pleas Continued and holden for said County at the Court house thereof on the Wednesday next after the first monday in November following this Cause was legally Continued.

Afterwards at a Court of Common Pleas Continued and holden for the County aforesaid at the Court house thereof on the Wednesday next after the first monday in February in the year of Our Lord One thousand Eight hundred and One this Cause was further Continued-

The foregoing is a true Transcript of the Record of the Cause of John Senn by the Heirs of Lucy Ramsey against Benjah Ormon. In Testimony whereof I Peter Walker Prothonotary of the Court of Common Pleas for the County aforesaid have undersigned my name and affixed the seal of said County this twenty fourth day of August A.D. Eighteen hundred and one (signed) Peter Walker

Afterwards Court at a Term of the Superior Court of Law held at Natchez in and for the district of Adams in the Territory aforesaid on the third monday in June this year Eighteen hundred and two this Cause was legally Continued

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty lawful and Lawful men of his County and the Sheriff of Wilkinson County in the District of Adams

aps Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in Such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law to be holden at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord one thousand eight hundred and two whom and Soforth, and who neither and So forth to Recognize and Soforth. because as well And So forth. the Same day is given to the parties aforesaid there and Soforth. At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there Came as well the said John Denn as the said Benyah Osmun by their Attornies aforesaid. and the Juror of which mention is above made being called Certain of them Came to wit. Thomas Reed. David Hoots Joseph Newman, Robert Dunbar. William Foster, Thomas Foster, Anthony Hoggatt. John Bell. Thomas Dorlace. Henry Turner. Luke Whiting Patrick Connelly. who being empannelled Chosen tried And Sworn to Speak the truth Concerning the matter within Contained Say upon their Oaths that the said Benyah Osmun is not Guilty of the trespass and Ejectment in manner and form as Charged in the declaration aforesaid. Therefore it is considered by the Court that the said John Denn take nothing by his said bill but that he for his false claim be in mercy and Soforth — And that the said Benyah Osmun do go thereof without day and Soforth. And it is further considered by the Court aforesaid that the said Benyah Osmun Recover against the said Plaintiff dollars and cents for his Costs And Charges by him about his defence in this behalf by the Court aforesaid now here adjudged to the said Benyah Osmun and with his Assent. And that the said Benyah Osmun have Execution thereof &c

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John Denn ex dim Robert Stark vs Sylvester Stocks

Pleas before the Honorable Seth Lewis, Peter Bryan Bruin And Samuel Dilton Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and two

Be it Remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the Second Monday in April in the year of Our Lord One thousand Eight hundred And One John Denn ex. dim of Robert Stark by James Hellen his Attorney brought into the Supreme Court in and for the Territory aforesaid his bill against Sylvester Stocks being in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of Trespass and Ejectment. And there are pledges of Prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit

Mississippi Territory County of Adams. Supreme Court April Term A.D. 1801 ss: John Denn Complains of Sylvester Stocks in Custody &c. of a plea For that whereas Robert Stark on the Second day of January in the Year of Our Lord one thousand Eight hundred at the County of Adams aforesaid had demised and granted and to farm unto the said John Denn one messuage and tenement containing two thousand

acres

acres of land with the appurtenances Situate lying and being in the County aforesaid bounded on one part by land formerly belonging to Ephraim Foreman, one other part by vacant land belonging unto that tract of land two thousand Acres granted by Stephen Minor to Robert Stark by patent bearing date the twenty Ninth day of December in the year of our Lord One thousand seven hundred and ninety one to have and to hold the said Messuage and Tenement with the appurtenances aforesaid to the said John Penn and his assigns from the said first day of January in the year aforesaid until the full end and Term of five years thence next ensuing and fully to be compleate and ended, by vertue of which said demise the said John Penn entered into the said Messuage and Tenement with the appurtenances and was thereof possessed until the said Sylvester Stott afterwards to wit on the fourth day of January in the year aforesaid with force and Arms entered into the said Messuage and tenament with the appurtenances in the possession of the said John Penn, and Ejected drove out and removed the said John Penn from his said farm his said Term not being yet ended, Kept out and still Keeps out the said John so ejected from his possession, and then and there did other wrongs to him against the peace of this Territory and of the United States and to the damage of the said John Penn five hundred dollars and thereupon he brings Suit &c— To which bill was subjoined a notice from Richard Penn the Casual Ejector to Sylvester Stotts aforesaid tenant in possession in the words following to wit Mr Sylvester Stotts Sir I am informed that you are in possession of or claim title to the premises in this declaration of Ejectment mentioned or to some part thereof as tenant to Ejector and having no claim or title to the said premises do advise to appear on the first day of the next Term of the Supreme Court of the Mississippi to be holden at Natchez in the County aforesaid on the second monday in September next by some Attorney of that Court and then and there by a rule of Court to cause yourself to be made defendant in my stead, otherwise I shall suffer Judgment therein to be entered against me by default and you will be turned out of possession Your loving friend Richard Penn dated the 24th of February 1801.

Afterwards, by vertue of a Statute of the General Assembly of the Territory aforesaid in Such case made And provided this Cause was transfered into the Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year One thousand Eight hundred and two—

Afterwards to wit at a Superior Court of Law in and for the district of Adams in the Territory aforesaid on the day And year last aforesaid it is ordered by the Court by the assent of both parties And their Attornies that Sylvester Stotts be made defendant instead of the now defendant Richard Penn And shall immediately appear to the Plaintiffs Action, and shall receive a declaration in a plea of trespass and Ejectment of the tenements in question And shall immediately plead thereto not Guilty and upon the trial of the issue shall confess lease entry and Ouster and insist upon the title only And if upon trial of the issue the said Sylvester do not confess lease entry and Ouster and by reason thereof the Plaintiff cannot prosecute his suit then the taxation of Costs upon Such non pros. shall cease And the said Sylvester shall pay Such Costs to the Plaintiff as by the Court shall be taxed and adjudged for Such his default for non performance of this rule And Judgment shall be entered against the said Richard Penn the now Casual Ejector by default And it is further Ordered that if upon trial of the said issue a verdict shall be given for the defendant or if the Plaintiff shall not prosecute his suit for any other cause than the not confessing lease entry and Ouster as aforesaid then the lessor of the Plaintiff shall pay Costs if the Plaintiff do not pay them— Afterwards the said Sylvester Stotts by Lynn Harding

his Attorney comes and defends the force and injury when &c and says he is not Guilty in manner and form as the said John Benn in his declaration above Complains Against him and hereof for trial he puts himself upon the Country. and the Plaintiff likewise

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County. according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law to be holden at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and two by whom and whereby and so forth to recognize and so forth because as well and so forth the same day is given to the parties aforesaid there and so forth. at which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held came as well the said John Benn by his Attorney aforesaid as the said Sylvester Stotts who by his Attorney aforesaid Confesses Lease entry and ouster According to the rule of Court aforesaid and Issues upon the Tenths of the Premises aforesaid Only. and the Juror of whom mention is above made being called Certain of them Came Viz John Bowles. Wilford Hoggatt, Ezekiel Devitt. John Armstrect William Lewis William Price, Charles King David Holt. Thomas Foster. Robert Dunbar. William Foster Anthony Hoggatt. who being impannelled Chosen tried and Sworn to speak the truth Concerning the matters within Contained Say upon their Oaths that the said Sylvester Stokes is not Guilty in Manner and form as Charged in the declaration Therefore it is Considered by the Court that the said John Benn take nothing by his said bill. but that he for his false Claim be in Mercy and so forth, and that the said Sylvester Stotts do go thereof without day and so forth. And it is further Considered by the Court that the said Sylvester Stotts recover against the said John Benn dollars and cents for his Costs and Charges by him about his defence in this behalf expended. by the Court now here to the said Sylvester with his assent adjudged and that he have execution therefor. & so forth &c

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Reuben Dunham vs Abram Horton

Pleas before the Honorable Seth Lewis. Peter Bryan Bruin and Daniel Tilton Esquires Judges in and Over the Mississippi Territory. at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and two

Be it remembered that heretofore that is to Say on the twenty Seventh day of September in the Year of Our Lord One thousand Eight hundred and one By virtue of an Act of the General Assembly of the Territory aforesaid allowing of appeals from the Several Courts of Common pleas &c. to the Supreme Court of the Territory aforesaid Abraham Horton brought into to

the Supreme Court for the Territory aforesaid a certified transcript of the Record and proceedings of the Court of Common pleas in and for the County of Adams in the Territory aforesaid in a certain Judgment wherein he the said Abram Defendant and Reuben Dunham Plaintiff in an Action of Slander from which Judgment the said Abram prays and appeal to the Supreme Court aforesaid was granted him, which said Record & proceedings follow in these words to wit. Mississippi Territory County of Adams ss. Be it remembered before John Ellis and others his associates Esquires Justices of the Court of Common pleas for the County of Adams aforesaid at the Court house there of in the Town of Washington this day of August in the year of Our Lord One thousand eight hundred and one. Be it remembered that heretofore to wit at Rules held in the office of the prothonotary of the Court aforesaid by order of said Court on the second Rule day in the month of March in the year of Our Lord One thousand and eight hundred Reuben Dunham by Robert Knox his Attorney came into the said Court and brought into the same his bill against Abraham Horton being in Custody &c. of a plea of trespass on the Case, which said bill hath for pledges for prosecution John Doe and Richard Roe and is in the following words to wit: Common pleas February Term One thousand eight hundred & and County Abraham Horton late of the County aforesaid Yeoman was attached to answer Reuben Dunham of a plea of trespass on the Case &c. and whereupon the said Reuben by Robert Knox his Attorney Complains that whereas the said Reuben was a good honest creditable and industrious Citizen and as such from the time of his Nativity to this present time hath governed and behaved himself and hath always lived in and followed a Sincere pious regular and strict Course of life, being during the whole time aforesaid a strict observer of the laws of Religion and Morality and from all manner of Infamies vile Villany and the more heinous Crime of incest and from being any way whatsoever instrumental to such like wickedness, hath remained and continued for the whole Space of his life past innocent free and unsuspected, by means of which said premises he the said Reuben before the Speaking and publishing of the last false feigned Scandalous and opprobrious words hereafter mentioned had deservedly obtained and acquired to himself the favour benevolence & good opinion credit and esteem of all his friends and neighbours and very many other worthy Citizens of the said Abraham very well Knowing all and singular the premises aforesaid. But greatly envying the happy state and condition of the said Reuben but Unlawfully and maliciously intending to injure degrade and damnify the said Reuben in his good name fame credit and reputation, and to cause him to fall into public Scandal infamy and disgrace amongst his friends neighbours and many other good worthy Citizens and to be publicly reputed to be a person guilty of that detestable Crime of Incest and by reason thereof to leave and make his neighbours friends and Acquaintance to whom he was ever well known to abhor and detest him and to withdraw themselves from his Company and Conversation, and also wrongfully to Subject him to the punishments to pains and penalties provided against those that are guilty of the abominable and detestable Crime called Incest on the twenty Eighth day of June in the year of Our Lord One thousand seven hundred and ninety Nine at the County aforesaid in a certain discourse which he the said Abram then and there had with divers good and worthy Citizens of the County aforesaid of and Concerning the said Reuben he the said Abraham then and there falsely and maliciously said reheared proclaimed openly and loudly published the false feigned Scandalous and opprobrious english words following of the said Reuben in the presence and hearing of those Citizens to wit that Betsey Dunham (meaning the daughter of the said Reuben) was with Child and that Reuben Dunham was the father of it (meaning the Child and the

said

said Reuben in truth and in fact saith that he never was nor is guilty of committing that detestable and odious crime of incest of which he hath been charged by the malice of the said Abraham. And afterwards towit on the said day and year aforesaid at the County aforesaid in a certain other discourse which he the said Abraham then and there had with divers other worthy citizens of and concerning the said Reuben, he the said Abraham then and there falsely and maliciously said, reheared proclaimed openly and loudly published these other false feigned scandalous and opprobrious English words following of the said Reuben in the presence and hearing of those citizens last mentioned towit. He be damned (meaning himself the said Abraham) if your daughter (meaning the daughter of the said Reuben and addressing himself to the said Reuben) is not with child and you (meaning the said Reuben) are not the father of it (meaning the child) and the said Reuben in truth and in fact saith that he is not guilty of begetting a child with his daughter or committing incest of which he hath been charged by the malice of the said Abram. And afterwards on the said day and year aforesaid at the County aforesaid in a certain other discourse which he the said Abram then and there had with divers other worthy citizens of and concerning the said Reuben he the said Abram then and there falsely and maliciously said reheared proclaimed openly and loudly published these other false feigned scandalous and opprobrious English words following of the said Reuben in the presence and hearing of those citizens last mentioned towit. That old Dunhams daughter Bet (meaning the said Reuben Dunhams daughter Elizabeth) had a child and that he (meaning the said Reuben Dunham) was the father of it (meaning the child) by reason of the speaking and publishing which said false feigned scandalous and opprobrious words of the said Reuben Dunham, he the said Reuben Dunham is greatly injured in his good name fame and reputation, and hath been obliged to undergo great pain and labour and to expend large sums of money for the clearing of his innocence in this behalf, whereby he saith he is prejudiced and hath damage to the value of three thousand dollars. Thereupon he brings his suit &c.

And the said Abraham Horton by Lyman Harding and A. L. Duncan his Attornies comes and defends the wrong and injury when &c. and saith that he is not guilty of the premises aforesaid whereof the said Reuben hath forthim complained against him the said Abram. And of this he puts himself upon the Country. And the said Reuben doth the like. And for further plea according to the form of the Statute in such case made adopted and provided, as to the speaking and publishing of the words in the first and third Counts of the declaration mentioned forthim supposed to have been spoken and published by the said Abraham to of and concerning the said Reuben, he the said Abram saith that the said Reuben ought not to have or maintain his said action thereof against him the said Abraham because he saith that before the speaking and publishing the several words in the first and third Counts of said declaration mentioned and forthim supposed to have been spoken and published by the said Abram of and concerning the said Reuben or any of them towit on the day of in the year of our Lord one thousand seven hundred and ninety the said Elizabeth Dunham daughter of the said Reuben was pregnant and with child of a child begotten before that time by the said Reuben (whom of the said Elizabeth on the body of her the

said Elizabeth his daughter Court at the County aforesaid. for which reason he the said Abraham at the said time when &c did speak and publish &c of and concerning the said Reuben the said several words in the first and third Counts of said declaration mentioned and therein supposed to have been spoken and published by the said Abram &c of and concerning the said Reuben as he lawfully thought for the cause aforesaid and this he the said Abram is ready to verify. wherefore he prays Judgment if the said Reuben ought to have and maintain his aforesaid action thereof against him the said Abram

And the said Reuben as to the said plea of the said Abram by him secondly above pleaded in bar as to the words in the first and third Counts of the declaration mentioned saith that he the said Reuben ought not by reason of any thing in that plea contained to be barred from having and maintaining his aforesaid action thereof against the said Abram because he the said Reuben saith that the said Abraham at the time when &c in the County aforesaid of his own wrong and without any such cause as by the said Abram in and by his plea aforesaid in that behalf alleged. spoke and published the said words in the said declaration above mentioned in manner and form as the said Reuben hath above thereof complained against him the said Abram and this he the said Reuben prays may be enquired of by the County. and the said Abram doth the like— Whereupon &c a Jury come thereupon who before the Court here on the wednesday next after the first monday in August next ensuing who neither are of kin to the said Reuben Dunham nor to the said Abram Horton to recognize upon their Oaths the whole truth of the premises because as well the said Reuben as the said Abram have put themselves upon that Jury. the same day is given there to the parties aforesaid— At which day Court at a Court of Common pleas Continued and holden for the County aforesaid at the Court house there of on the wednesday next after the first monday in December Eighteen hundred for divers Causes and Considerations thereunto moving. as well the Court as the parties aforesaid. this Cause was Continued— Afterwards at a Court of Common pleas Continued and holden for the County aforesaid at the Court house there of on the wednesday next after the first monday in November in the year aforesaid this Cause was further Continued— Afterwards at a Court of Common pleas Continued and holden for the County aforesaid at the Court house there of on the wednesday next after the first monday in February One thousand Eight hundred and one this Cause was Continued by the mutual Consent of the parties— Afterwards at a Court of Common pleas Continued and holden for the County aforesaid at the Court house there of on the wednesday next after the first monday in May in the year last aforesaid this Cause was further Continued—

And now at this day to wit the day and year first above mentioned Came as well the within named Reuben Dunham as the within named Abram Horton by their said Attornies. and thereupon Came a Jury to wit Andrew Pirt. Richard Jones. Ebenezer Reed. Benjamin Richeson William Barlow. Richard Ellis. Thomas Hutchins. William Kirkwood. William Brooks. Christopher Miller. Luke Whiting. and John Rabb. who being duly elected tried and Sworn to declare the truth of the matter within contained upon their oaths say that the said Abram Horton is guilty in manner and form as the aforesaid Reuben Dunham within Complains against him. and assess the damages of the said Reuben Dunham by reason of the premises to two thousand dollars besides his costs of suit. It is therefore considered by the Court here that the said Reuben Dunham do recover against the said Abraham Horton his said damages by the said Jury in form aforesaid assessed

and also two hundred and Eighty two dollars and fifty five and one third cents for his costs and charges by him about his suit in this behalf expended. which damages amount in the whole to two thousand two hundred and eighty two dollars and fifty five and one third cents. And the said Abram Horton in mercy &c

Whereupon judgment thereof was Abram Horton in virtue of a Statute of this Territory allowing of appeals from the several Courts of Common Pleas and Judicial Sessions of the same to the Supreme Court thereof / prayed an appeal which being granted. he the said Abram Horton together with Patrick Connelly and Charles King entered in Open Court a Bond in the penal Sum of six thousand dollars with a Condition that the said Abram Horton prosecute said Appeal with effect. and perform the Judgment Sentence and decree which the said Supreme Court shall pass or make thereon in case he shall have the Cause decided against him—

The foregoing is a true transcript of the Record of the Cause of Reuben Dunham against Abram Horton— In Testimony whereof I have unto signed my name and affixed the Seal of the Court of Common Pleas this twenty fourth day of August A.D. one thousand eight hundred and one— Signed— Peter Walker Prothy—

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided this Cause was transferred into the Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and two. which said Cause was legally Continued—

Afterwards it is Commanded the Sheriff of Adams County in the district of Adams and Territory aforesaid that he do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid that he do Summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law to be holden at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and two by whom and so forth and who neither and so forth to recognize and so forth because &c well and so forth the same day is given to the parties aforesaid there and so forth—

At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there holden Came as well the said Reuben Dunham as the said Abram Horton by their Attorneys aforesaid and the Jurors of which mention is above made being Called Answering thereto Came to wit. Thomas Reed. David Holt. Joseph Newman. Robert Dunbar James Barr, John Bowles, Nathaniel Tomlinson, William Porter Welford Hoggatt Thomas Porter, William Hoggatt John Bell. who being impannelled Chosen tried and Sworn to Speak the truth Concerning the matters within Contained Say upon their Oaths that the said Abraham is guilty of the premises within laid to his charge in manner and form as the said Reuben Dunham hath within Complained against him and they assess the damages of the said Reuben Dunham on occasion thereof to two thousand dollars besides his Costs of Suit— Therefore it is Considered by the Court that the Court thus the said Reuben Dunham recover against the said Abram Horton his said damages by the Jurors aforesaid in form aforesaid assessed. And also four hundred dollars and sixty eight cents for his costs and charges by him expended in and about prosecuting his Suit in this behalf by the said Court now here to the said Reuben Adjudged with his assent. which damages costs and charges amount in the whole to two thousand four hundred dollars & sixty eight cents & the said Abram in mercy—

John M. Armstrong vs Fredrick Zeuban

Plea before the Honorable Seth Lewis Peter Bryan Brown and Daniel Tilton Esquires Judges and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand eight hundred and two.

Be it remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the monday in October in the year of Our Lord One thousand eight hundred John Warner Armstrong by Lyman Harding his Attorney brought into the Supreme Court in and for the Territory aforesaid his bill against Fredrick Zeuban being in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of trespass on the Case And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit

County of Adams ss. Supreme Court October Term Eighteen hundred. John Warner Armstrong Complains of Fredrick Zeuban in Custody of the Sheriff &c of a plea of trespass On the Case. For that whereas the said Fredrick Zeuban on the first day of June in the year of Our Lord One thousand eight hundred at the County of Adams aforesaid was indebted to the said John Warner Armstrong in eight thousand dollars for divers goods wares and merchandizes by the said John Warner Armstrong before that time sold and delivered to the said Zeuban and at his special instance and request. And being so indebted he the said Fredrick Zeuban in consideration thereof afterwards to wit on the same day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said John Warner Armstrong to pay him the said sum of money when he the said Fredrick Zeuban should be thereto afterwards requested. And whereas also afterwards to wit on the same day and year last aforesaid at the County aforesaid in Consideration that he said John Warner Armstrong at the like special instance and request of the said Fredrick Zeuban had before that time sold and delivered to the said Fredrick Zeuban divers other goods wares and merchandizes he the said Fredrick Zeuban then And there took upon himself And then and there faithfully promised the said John Warner Armstrong to pay him so much money to him therefore reasonably deserved to have for the same when he the said Fredrick Zeuban should be thereto afterwards requested and the said John Warner Armstrong avers that he therefore reasonably deserved to have of the said Fredrick Zeuban for the same other eight thousand dollars to wit at the County aforesaid whereof the said Fredrick Zeuban afterwards to wit on the same day and year last aforesaid there had notice. And whereas the said Fredrick Zeuban afterwards to wit on the same day and year last mentioned at the County aforesaid was indebted to the said John Warner Armstrong in other eight thousand dollars for money by the said Warner Armstrong before that time laid out expended and paid for the said Fredrick Zeuban and at his special instance And request And being so indebted he the said Fredrick Zeuban in consideration thereof afterwards to wit on the same day and year last aforesaid at the County aforesaid took upon himself and then and there faithfully promised the said John Warner Armstrong to pay him the said last mentioned sum of money when he the said Fredrick Zeuban should be thereto afterwards requested. And whereas also the said Fredrick Zeuban afterwards to wit on the same day and year last mentioned at the County aforesaid was indebted to the said John Warner Armstrong in other eight thousand dollars for money by the said John Warner Armstrong before that

that time lent and advanced to the said Fredrick Turbon and at his Sundry instances And request and being so indebted he the said Fredrick Turbon in Consideration thereof afterwards to wit on the same day and year last aforesaid at the County aforesaid took upon himself and then and there faithfully promised the said John Warren Armstrong to pay him the said last mentioned sum of money when he the said Fredrick Turbon should be there afterwards requested. And whereas also the said Fredrick Turbon afterwards towit on the same day and year last aforesaid at the County aforesaid was indebted to the said John Warren Armstrong in other Eight thousand dollars for money by the said Fredrick Turbon before that time had and received to the use of the said John Warren Armstrong, and being so indebted he the said Fredrick Turbon in Consideration thereof afterwards towit on the same day and year last aforesaid at the County aforesaid took upon himself and then and there faithfully promised the said John Warren Armstrong to pay him the said sum of money last mentioned when he the said Fredrick Turbon should be there to afterwards requested. Never thelefs the said Fredrick Turbon his several promises and undertakings aforesaid in form aforesaid made not in the least regarding but contriving and fraudulently pretending craftily and subtilly to deceive and defraud the said John Warren Armstrong in this behalf hath not as yet paid the said several sums of money or any part thereof to the said John Warren Armstrong although so to do he the said Fredrick Turbon was requested by the said John Warren Armstrong afterwards towit on the same day and year aforesaid and often afterwards towit at the County aforesaid but he to do this hath hitherto wholly refused and still refuseth so to do to the said John Warren Armstrong his damage of ten thousand dollars and therefore he brings his Suit &c.

Afterwards the said Fredrick Turbon by Abner Duncan and James Campbell his Attorneys Came and defends the wrong and injury &c. when and where &c. and says he never did assume &c. pay in manner and form as the said John W. Armstrong in the within declaration hath complained against him and of this for trial puts himself upon his Country &c.

Afterwards by the Consent of the parties aforesaid and their aforesaid Attorneys this Cause was defined in the words following towit. Adams County ss. Supreme Court October Term 1800. John Warren Armstrong against Fredrick Turbon. Action of Account — Same against the same — Be it kept on the Carlisle Rules held in the office of the Clerk of the Court aforesaid by order of said Court on the rule day in the month of November in the year aforesaid. It is mutually agreed by the aforesaid parties their Counsel and Attorneys that all matters in difference between the said parties in the before named Causes shall be referred to the award and final determination of Evan Jones James Mathis and George King of the City of New Orleans Merchants or of any two of them so that their Award or that of any two of them be made in writing and returned and certified into the next Term of the Court aforesaid on the first day of said Term. And it is further agreed by the parties aforesaid their Counsel and Attorneys that the said Award shall be returned as aforesaid be made the Judgment of said Court in the Causes aforesaid to be entered of the Term into which the said award is to be returned with Stay of execution or Executions until the then next succeeding Term. and that this agreement be made the rule of the Court aforesaid to be entered of Record by leave of said Court as of the Term into which the process in the Causes aforesaid was made returnable. and it is further agreed by the parties aforesaid their Counsel and Attorneys that all errors which have already happened or may hereafter happen in the proceedings and proceedings in the Causes aforesaid be and the same are hereby

mutually releases. And for further plea the said Fredrick Lurbon saith that he hath paid the same and of this he puts himself upon the Country

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided the Cause was transferred into the Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand Eight hundred and two which said Cause was legally Continued:

Afterwards to wit the day and year first above written before the Court aforesaid the Referees chosen by the parties aforesaid in the above Cause Returned their award in writing in the words following to wit: John M. Armstrong v Fredrick Lurbon Trespass on the Case In Superior Court for Adams district Chancery Issued the parties fully as to the matters in difference between them in said Court. Refer to us by the within rule of Court. do find that the defendant is indebted to the Plaintiff in said Cause in the Sum of two thousand thirty nine dollars and seventy four Cents and Costs of Suit, in discharge of all matters in difference between them in said Cause In testimony whereof we have hereunto set our hands and seals this 30th day of August in the year 1802:— Therefore it is Considered by the Court that the said John M. Armstrong recover against the said Fredrick Lurbon the aforesaid Sum of money in form aforesaid Awarded by the Referees. also forty dollars and fifty two Cents for his Costs and Charges by him expended in and about prosecuting his Suit in this behalf by the said Court now here to the said John M. Armstrong with his assent adjudged which award Costs and Charges amount in the whole to two thousand Eighty dollars and twenty Six Cts. And the said Fredrick Lurbon in mercy &c

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Executors of Peter Surgett vs Anthony Cabot et al

Be it Remembered that heretofore to wit at a Term of the Court of Common pleas holden in and for the County of Adams on the Wednesday next after the first Monday in August in the year of Our Lord One thousand Eight hundred The Executors of Peter Surgett by Williams their Attorney brought into the Court of Common pleas aforesaid their Bill against Anthony Cabot John Cabot and John Ford in Custody &c of a plea of Trespass and Ejectment. And there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit: Court of Common pleas for the County of Adams to wit Solomon Selkright Complains of Anthony Cabot John Cabot and John Ford in Custody &c of a plea Wherefore as one Adam Peter Surgett on the first day of January in the year of Our Lord 1792 at the County aforesaid demised and to farm let unto the said Solomon Selkright one Tenement containing Eight hundred Acres of land lying in the County aforesaid on Second Creek adjoining to land belonging to John Ford and William Fletcher and vacant Land on all other Sides lying in the form of a Square

and granted by the Spanish Government to Williams Coabit the lines whereof are as follows beginning near said Scendy creek at a black walnut running thence to a poplar thence to a lime thence to a Mulberry thence to a Sassafras and running at another Sassafras running thence to a poplar thence to a lime thence thence to a lime thence to an ash thence to a gum and corner at a poplar running thence to a poplar thence to a lime thence to a bay and corner at a hickory and running thence to the place of beginning with its appurtenances to have and to hold the said Tenement with its appurtenances to the said Solomon and his Assigns from the 5 day of January in the year aforesaid until the full end and Term of twenty one years thence next ensuing and fully to be complete and ended By virtue of which said demise the Solomon entered into the said Tenement with its appurtenances and was thereof possessed and the said Solomon being so thereof possessed the said Anthony Catlet and John Ford afterwards to wit on the sixth day of January in the year aforesaid with force and Arms etc. into the said Tenement with the appurtenances which the said Peter Surgett had demised to the said Solomon in form aforesaid for the Term aforesaid which is not yet expired and ejected him the said Solomon from his said tenement and Term aforesaid. And him so ejected kept out and his said Lease out with force etc and other wrongs and enormities to him then and there did to the great damage of the said Solomon and against the peace of the Territory and of the United States. whereupon the said Solomon saith he hath sustained damage to the value of four thousand dollars and therefore he brings Suit &c To which said suit was annexed a notice in these words following to wit. Messrs Anthony Catlet John Catlet and John Ford. Sirs informed that you or one of you are in possession of or claim Title to the premises in this declaration or Indictment mentioned or to some part thereof and being sued in this Action as Casual Ejector. and knowing no claim or Title to the said premises do advise you to appear on the second day of next After the first monday in August before the honorable the Judges of the Court of Common Pleas to be holden in and for the County of Jefferson. and there by a Rule of the same Court to cause yourself to be made defendant in my stead. otherwise Judgment thereon to be entered against you by default. and you will be turned out of possession - Your humble Servant Simpleton Baddeley. July the 29th 1811.

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided this Cause was removed into the Superior Court of law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand eight hundred and two which Cause was Legally Continued.

And now at this day to wit the day and year first above written before the Court aforesaid came the said parties by their Attorneys and thereupon the said Anthony Catlet John Catlet and John Ford say that they cannot deny the Action of the said Peter Surgett nor but that they the said Anthony Catlet John Catlet and John Ford are guilty of the Trespass and Ejectment above laid to their Charge in manner and form as the said Peter Surgett hath above thereof complained against them. And they confess and admit that the said Peter Surgett hath sustained damages by reason of the said Trespass and Ejectment

to one cent besides his Costs and Charges by him about his suit in this behalf laid out and expended. Therefore it is Considered by the Court that the said Peter Bryan Bruin and Daniel Kerr Esquires Judges in and over the Mississippi Territory at Superior Court of law held at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Term of the Court of Common Pleas holden in and for the County of Adams on the Wednesday next after the first monday in May in the year of Our Lord One thousand Eight hundred And One William Renner by Lyman Harding his Attorney brought into the Court of Common Pleas aforesaid his bill against Ebenezer Rees in Custody of the Sheriff of Adams County of a plea of trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Adams County ss Court of Common Pleas May Term 1801. William Renner complains of Ebenezer Rees in Custody &c of a plea of trespass on the Case. For that whereas the said Ebenezer Rees on the third day of November in the year of our Lord One thousand Eight hundred at Natchez in the County of Adams aforesaid made his Certain note in writing Commonly called a promissory note with his proper hand thereto Subscribed bearing date on the day and year last mentioned and then and there delivered the said note to the said William Renner by which said note the said Ebenezer Rees promised to pay or cause to be paid to the said William Renner or Order on or before the first day of January then next the sum of two thousand Eight hundred and thirty six dollars and sixty five Cents without defalcation for value of him received. by reason where of the said Ebenezer Rees became liable to pay to the said William Renner the said sum of money Contained in said note according to the tenor and effect of said note. and being so liable the said Ebenezer Rees in Consideration thereof afterwards Court on the day and year aforesaid at Natchez aforesaid at the County aforesaid undertook and then and there faithfully promised the said William Renner to pay him the said sum of money Contained in said note according to the tenor and effect of said note And whereas also the said Ebenezer Rees afterwards Court the day and year

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William Renner vs. Ebenezer Rees.

Pleas before the Honorable Peter Bryan Bruin and Daniel Kerr Esquires Judges in and over the Mississippi Territory at Superior Court of law held at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore Court at a Term of the Court of Common Pleas holden in and for the County of Adams on the Wednesday next after the first monday in May in the year of Our Lord One thousand Eight hundred And One William Renner by Lyman Harding his Attorney brought into the Court of Common Pleas aforesaid his bill against Ebenezer Rees in Custody of the Sheriff of Adams County of a plea of trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Adams County ss Court of Common Pleas May Term 1801. William Renner complains of Ebenezer Rees in Custody &c of a plea of trespass on the Case. For that whereas the said Ebenezer Rees on the third day of November in the year of our Lord One thousand Eight hundred at Natchez in the County of Adams aforesaid made his Certain note in writing Commonly called a promissory note with his proper hand thereto Subscribed bearing date on the day and year last mentioned and then and there delivered the said note to the said William Renner by which said note the said Ebenezer Rees promised to pay or cause to be paid to the said William Renner or Order on or before the first day of January then next the sum of two thousand Eight hundred and thirty six dollars and sixty five Cents without defalcation for value of him received. by reason where of the said Ebenezer Rees became liable to pay to the said William Renner the said sum of money Contained in said note according to the tenor and effect of said note. and being so liable the said Ebenezer Rees in Consideration thereof afterwards Court on the day and year aforesaid at Natchez aforesaid at the County aforesaid undertook and then and there faithfully promised the said William Renner to pay him the said sum of money Contained in said note according to the tenor and effect of said note And whereas also the said Ebenezer Rees afterwards Court the day and year

last mentioned at the County aforesaid was indebted to the said William Kenner in other two thousand eight hundred and thirty six dollars and sixty five Cents for divers goods wares and merchandizes by the said William Kenner before that time sold and delivered to the said Ebenezer Rees and at his special instance and request. And being so indebted he the said Ebenezer Rees in Consideration thereof afterwards towit on the same day and year last aforesaid at the County aforesaid took upon himself and then and there promised the said William Kenner to pay him the said last mentioned sum of money when he the said Ebenezer Rees should be afterwards thereunto required. And whereas also afterwards towit on the same day and year last mentioned at the County aforesaid in Consideration that the said William Kenner at the like special instance and request of the said Ebenezer Rees had before that time sold and delivered to the said Ebenezer Rees divers other goods wares and merchandizes he the said Ebenezer Rees then and there undertook and faithfully promised the said William Kenner to pay him so much money as he therefore reasonably deserved to have for the same when he the said Ebenezer Rees should be afterwards thereunto required. And the said William Kenner avers that he reasonably deserved to have therefore of the said Ebenezer Rees for the same other two thousand eight hundred and thirty six dollars and sixty five Cents towit at the County aforesaid. whereof the said Ebenezer Rees afterwards towit on the same day and year last aforesaid there had notice Nevertheless the said Ebenezer Rees his special promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid several Sums of money or any part thereof to the aforesaid William Kenner hath not yet paid attho to pay the same the said Ebenezer Rees by the said William Kenner hath been often required. but to pay the same to him the said Ebenezer Rees hath hitherto altogether refused and still doth refuse to pay the same to the said William Kenner to his damage five thousand dollars. And therefore he brings suit &c.

And the said Ebenezer Rees by Abraham his attorney comes and defends the wrong and injury &c when and where &c. And says that he never did Assume to pay in manner and form as is alleged against him in the within declaration. and of this for trial puts himself upon the Country- And the Plaintiff doth the like &c-

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided. this Cause was Transferred into the Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand eight hundred and two which Cause was then and there legally Continued

Afterwards at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in november in the year of our Lord One thousand eight hundred and two this Cause was legally continued-

Afterwards towit it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon two good and lawful men of his County according to the directions of the act of the General Assembly in such case made and provided to be and

appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thousand eight hundred and thirty eight and so forth and who neither and so forth to recognize and so forth because as well and so forth the same day is given to the parties aforesaid there and so forth. At which day Court before the Judges of the Territory aforesaid at the Court aforesaid there and there here as well the said William Kenner as the said Ebenezer Rees by their Attorneys aforesaid and the Jurors of which mention is above made being called certain of them came to wit George Overaker Israel Lee Abram Martin. John Young Elijah Cushing Sylvester Stanton Richard Corey Jeremiah Corey Washington Stubblefield Richard Vanvant Benjamin Hutchens. who being empannuled chosen tried and sworn to speak the truth concerning the matter within Contained say upon their Oaths that the said Ebenezer Rees did promise and undertake in manner and form as the said William Kenner hath above complained against him and they assess the damages of the said William Kenner on occasion of the premises besides his Costs and Charges by him about his suit in this behalf expended to three thousand and ninety dollars and forty six Cents. Therefore it is Considered by the Court that the said William Kenner do recover against the said Ebenezer Rees his said damages by the Jurors aforesaid in form aforesaid assessed. And also twenty three dollars and forty one Cents for his said Costs and Charges by him expended in and about prosecuting his suit in this behalf by the said Court now here to the said William Kenner with his assent adjudged which damages Costs and Charges amount in the whole to three thousand and three tens dollars and Eighty Seven cents and the said Ebenezer Rees in mercy &c

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Abner Green vs. Joshua Howard

Pleas before Peter Bryan Bruin and David Kerr Esqrs Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the Year of Our Lord One thousand Eight Hundred and three—

Be it remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the second monday in October in the year of our Lord One thousand Eight hundred and one Abner Green by A Bloncan his Attorney brought into the Supreme Court in and for the Territory aforesaid his bill against Joshua Howard in Custody of the Sheriff of Adams County in the Territory aforesaid in a plea of Trespass quare clausum fregit. And there are pledges of prosecution to wit John Doe and Richard Roe, which bill follows in these words to wit—

Adams County Ss. Supreme Court October Term 1801. Abner Green complains of Joshua Howard in Custody &c of a plea of Trespass whereof with force and Arms entered into a certain messuage and tract of Land lying and being in the County of Adams aforesaid

containing three hundred and fifty Acres French measure bound
ded as follows as the same is now surveyed to wit beginning and bounding
at a Hickory tree by Lands of Benyamin Pullock and Commencing at
a Walnut thence along a boundary line of the lands of the said
Benyamin Pullock South 90° East 120 perches to a red oak thence
along Lands Vacant South 18° East 128 perches to a White Oak
thence along a boundary line of William Ratliff South 34° East
92 perches to a Poplar thence along Vacant Lands North 50° East
80 perches to a red oak thence along Vacant Lands North 80° East
205 perches to the place of beginning with the appurtenances
of the said Abner Green and expelled and removed the said Abner
Green from the possession And Occupation of the same tenements
and the said Abner Green do expelled and removed from his
possession and Occupation of the same tenements rent and
hire out for a long time and for all that time took and received
to his own use the issues and profits of the same tenements of
the yearly value of One hundred Dollars money of the United
States. And also him the said Abner Green otherwise to the
great damage of the said Abner Green and against the peace
and dignity of the Territory &c And whereupon the
said Abner Green by his Attorney Complaining that the said Josh
ua Howard on the twenty Second day of March in the year
of our Lord One thousand seven hundred and seventy nine
with force and Arms broke and entered into the same tenements
as above described with the appurtenances of the said Abner
Green and expelled And removed the said Abner Green from the
possession And Occupation of the said Abner Green of the
same tenements rent and hire out for a long time to rent from
the said twenty Second day of March in the year of our
Lord aforesaid until the day of in the year of Our Lord
One thousand Eight hundred and One and for all that time
took and received to his own use all the issues and profits
of the same tenements of the yearly value of One hundred
dollars. and other injuries then and there did to the great
damage of the said Abner Green. wherefore he saith he is
damnified to the value of dollars wherefore he brings
suit &c. And the said Joshua Howard by Lyman Hardeey
his Attorney comes and defends the force and injury when &c
and Says he is not guilty in manner and form as the Plff
in his declaration hath above alleged. and hereof for Trial
he puts himself upon the Country &c—

Afterwards by virtue of a Statute of the General Assem
bly of the Territory aforesaid in Such Case made and
provided this Cause was transferred into the Superior Court of
Law held at Natchez in and for the District of Adams on
the third Monday in June in the year of Our Lord one thou
sand Eight hundred and Two which said Court was
legally Convened.

Afterwards at a Superior Court of Law holden at Natchez

in and for the district of Adams in the Territory aforesaid on the third monday in November in the year of our Lord One thousand Eight hundred and two this Cause became legally Commenced—

Afterwards Court on the day and year first above written before the Court aforesaid Came the said Parties by their Attorneys aforesaid and thereupon the said Joshua Howard relinquishes his said plea by him above pleaded and says that he cannot deny the Action of the said Abner Green nor but that he the said Joshua Howard is guilty of the Trespass above laid to his charge in manner and form as the said Abner Green hath above thereof Complained against him. And he confesses and acknowledges that the said Abner Green hath sustained damages by reason of the said Trespass to the Amount of fifty dollars besides his Costs and Charges by him about his suit in this behalf expended. Therefore it is considered that the said Abner Green recover against the said Joshua Howard his damages aforesaid in form aforesaid Confessed. And also dollars and Cents for his said costs and Charges by him expended in and about prosecuting his suit in this behalf by the Court now here to the said Abner Green with his assent Adjudged which said damages Costs and charges Amount in the whole to dollars and Cents. And he the said Joshua Howard in mercy &c. &c. forth—

Abijah Hunt Adm. of Philip Nolan ads. Saml. P. Moore

Pleas before the Honorable Peter Bryan Bruin & Daniel Kerr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the Year of our Lord One thousand Eight hundred and three—

Be it remembered that heretofore to wit at a Term of the Court of Common pleas holden in and for the County of Adams on the Wednesday next after the first monday in August in the year of our Lord One thousand Eight hundred and One Samuel Philip Moore by Abner L Duncan his Attorney brought into the Court of Common pleas aforesaid his bill against Abijah Hunt Administrator of all and Singular the goods and Chattles rights and Credits of Philip Nolan deceased. in a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe And Richard Roe. which said bill follows in these words to wit. Adams County ss. Court of Common pleas August Term 1801. Abijah Hunt Administrator of all And Singular the goods and Chattels rights and credits of Philip Nolan deceased. was Summoned to Answer Samuel Philip Moore of a plea of trespass on the Case. For that whereas the said Philip Nolan in his life time on the Seventeenth day of October in the year of our Lord one thousand Eight hundred at Natchez in the County of Adams aforesaid made his Certain note in writing Commonly called a promissory note. with his proper hand thereto Subscribed. bearing date the day and year last aforesaid. and then and there delivered the said note to the said Samuel Philip Moore by which said note the said Philip Nolan in his life time Court on the day and year last mentioned promised to pay to

the said Samuel Philip Moore or Order on or before the first day of January next ensuing the date of said Note the just and full sum of two thousand and twenty eight dollars and seventy Cents for Value received by reason whereof the said Phillip Nolan in his life became liable to pay to the said Samuel Philip Moore the said Sum of money Contained in said note according to the tenor and effect of said Note, and being so liable the said Phillip Nolan in his life time in Consideration thereof afterwards to wit on the Same day and year aforesaid at Natchez in the County aforesaid under took and then and there faithfully promised the said Samuel Philip Moore to pay him the said sum of money Contained in said note according to the tenor and effect of said note, when thereto the said Phillip Nolan on his life time and the said Abyah Hunt after the death of the said Phillip Nolan not regarding the promise and undertaking aforesaid in form aforesaid made the aforesaid Sum of Money or any part thereof to the aforesaid Samuel Philip Moore have not yet paid altho to pay the Same the said Phillip Nolan in his life time and the said Abyah Hunt after the death of the said Phillip Nolan by the said Samuel Philip Moore have been often required but to pay the Same to him the said Phillip Nolan in his life & to them the said Abyah Hunt still doth refuse to pay the Same to the said Samuel Philip Moore to his damage three thousand five hundred dollars therefore he brings suit &c

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such Case made and provided this Cause was transfered into the Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and two—

Afterwards to wit on the day and year first above written at a Superior Court of Law holden at Natchez in and for the district of Adams Came the said Samuel Philip Moore by his Attorney aforesaid. And the said Abyah Hunt Administrator as aforesaid in his proper person and acknowledges the action of the said Samuel Philip Moore nor does he deny but that the said Phillip Nolan did promise and undertake in manner and form as the said Samuel Philip Moore above in his declaration hath alleged. And inasmuch as the said Samuel Philip Moore cannot deny but that the said Abyah Hunt hath not any goods or Chattels which were of the said Phillip Nolans at the time of his death in his hands to be administred. prays Judgment and his damages by him Sustained on occasion of the not performing of the said Several promises and undertakings in the said Declaration mentioned to be adjudged to him to be levied of the goods and Chattels which were of the said Phillip Nolan at the time of his death and which after final Judgment in this respect Shall Come to the hands of the said Abyah Hunt to be administred. Therefore it is Considered that the said Samuel Philip Moore recover against the said Abyah Hunt his damages by him Sustained on occasion of the premises aforesaid to be levied in form aforesaid. But because &c

William Shortridge vs Timberlake & Hancock

Pleas before the Honorable Peter Bryan Bruin and David Jenkins Esquires Judges in and over the Mespsippo Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Term of the Court of Common pleas holden in and for the County of Adams on the wednesday next after the first monday in November in the year of our Lord one thousand Eight hundred and One William Shortridge administrator of all and Singular the goods and Chattels rights and Credits which belonged to Lewis Shortridge deceased who died intestate by Lyman Harding his Attorney brought into the Court of Common pleas aforesaid his Bill against Samuel Timberlake and Samuel Hancock in Custody of the Sheriff of Adams County in a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe. which Bill follows in these words to wit. Adams County to wit Court of Common pleas November Term 1801. William Shortridge administrator of all and Singular the goods and Chattels rights and Credits which belonged to Lewis Shortridge deceased who died intestate Complains of Samuel Timberlake and Samuel Hancock in Custody &c of a plea of Trespass on the Case. For that whereas at the time of making the promises and undertakings hereinafter mentioned and before and afterwards the said Samuel Timberlake and the said Samuel Hancock were partners in trade to wit at the County of Adams aforesaid, and being so partners the said Samuel Hancock for himself and the said Samuel Timberlake his partner on the nineteenth day of July in the year of our Lord one thousand Seven hundred and ninety one, and in the life time of the said Lewis Shortridge at the County aforesaid made a certain note in writing Commonly called a promissory note Subscribed with his own proper hand writing bearing date on the same day and year last aforesaid and then and there delivers the said note to the said Lewis Shortridge in his life time, and thereby for himself and his said partner the said Samuel Hancock promised to pay to the said Lewis Shortridge his heirs or Assigns the just and full sum of twelve hundred and fifty dollars on or before the first day of March then next for value received in Merchandize by reason whereof the said Samuel Timberlake and Samuel Hancock became liable to pay to the said Lewis Shortridge the said sum of money Contained in said note according to the tenor and effect of said note, and being so liable the said Samuel Timberlake and Samuel Hancock in Consideration thereof afterwards to wit on the day and year last mentioned and in the life time of the said Lewis Shortridge at the County aforesaid took upon themselves and then and there faithfully promised the said Lewis Shortridge to pay him the said Sum of money contained in said note According to the tenor and effect of the said note. And whereas the said Samuel Timberlake and Samuel Hancock afterwards to wit on the same day and year last mentioned and in the life time of the said Lewis Shortridge at the County aforesaid were indebted to the said Lewis Shortridge in the Sum of twelve hundred and fifty dollars for divers goods wares and Merchandizes by the said Lewis Shortridge before that time sold and delivered to the said Samuel Timberlake and Samuel Hancock and

special instance and request and being so indebted the said Samuel Timberlake and Samuel Hancock in Consideration thereof afterwards to wit on the same day and year last mentioned and in the life time of the said Lewis Shortridge at the County aforesaid undertook and then and there faithfully promised the said Lewis Shortridge to pay him the said Sum of Money last mentioned when they the said Samuel Timberlake and Samuel Hancock should be afterwards thereto required. And whereas also afterwards to wit on the same day and year last mentioned and in the life time of the said Lewis Shortridge at the County aforesaid in Consideration that the said Lewis Shortridge at the like special instance and request of the said Samuel Timberlake and Samuel Hancock theretofore sold and delivered to the said Samuel Timberlake and Samuel Hancock divers other goods wares and merchandizes they the said Samuel Timberlake and Samuel Hancock then and there undertook and faithfully promised the said Lewis Shortridge to pay him so much money as the said Goods wares and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof when they the said Samuel Timberlake and Samuel Hancock should thereto afterwards require. And the said William Shortridge Avers that the said goods wares and merchandizes last mentioned were reasonably worth other twelve hundred and fifty dollars at the time of the Sale and delivery thereof to wit at the County aforesaid whereof the said Samuel Timberlake and Samuel Hancock then had notice, Nevertheless the said Samuel Timberlake and Samuel Hancock their several promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid several Sums of money or any part thereof to the aforesaid Lewis Shortridge in his life time or to the said William Shortridge after the death of the said Lewis Shortridge have not yet paid nor have either of them done it (although often requested) but to pay the same to them or either of them the said Samuel Timberlake and Samuel Hancock have hitherto altogether refused so to pay the same to the said William Shortridge still do refuse to his damage two thousand dollars and therefore he brings Suit &c And brings hither into Court the said letters of Administration of all and singular the goods and Chattels rights and credits which were belonging to the said Lewis Shortridge at the time of his death. which after his death Court on the day of in the year of our Lord one thousand were granted to the said William Shortridge by Competent Authority in due form of Law which ties before to the Court the Commission of the said Administration to the said William in form aforesaid the date whereof is the day and year last mentioned—

And the said Samuel Timberlake and Samuel Hancock by Samuel S Mahon their Attorney. come and defend the wrong and injury when &c. and say that they did not assume and promise in Manner and form as the said William Shortridge Administrator of all and singular the goods and Chattels of Lewis Shortridge deceased above Complains against him. and hereof for trial he puts himself upon the Country. and the Plaintiff doth the like &c And for further plea the said Samuel Timberlake and Samuel

Hancock by their said Attorney and by virtue of a Statute in such Case made and provided doth that he hereto fully plead and Set forth the said William Shortridge Administrator as above stated the full value of the said Assumption within mentioned Court at the County aforesaid and this they are ready to verify. and pray Judgment of the Said William Shortridge whether he ought to have and maintain his Action against them. and of this they put themselves upon the Country. And the Plaintiff doth likewise—

Afterwards by virtue of a Statute of the General Assembly of this Territory aforesaid in such Case made and provided this Cause was transferred into the Superior Court of Law held at Natchez in and for the district of Adams. on the third monday in June in the year of our Lord One thousand Eight hundred and two, which Cause is this legally Continued—

Afterwards at a Superior Court of Law held at Natchez in and for the district of Adams in the Territory aforesaid on the third monday in November in the year of our Lord one thousand Eight hundred and and two this Cause was legally Continued—

Afterwards to wit on the day and year first above written before the Judges of the Superior Court of Law aforesaid. Came the said parties by their Attornies aforesaid. and the said Samuel Tinsdale and Samuel Hancock relinquish their pleas by them above pleaded And Acknowledge the Plaintiffs Action for the Amount of the note in the first Count of the declaration aforesaid and legal interest thereon with a Stay of Execution till the first day of the next Term. Subject to any defalcation which in the mean time may be made appear to Peter A. Van dorn James Moore. and Forden and L. Claiborne or a majority of them reasonable notice of the time and place of making such defalcation to be given by the Defendants to the Plaintiff or L. Harding his Attorney—

Therefore it is Considered by the Court that the said William Shortridge recover against the said Samuel Tinsdale and Samuel Hancock the damages aforesaid in manner and form aforesaid Confessed. And also nine dollars and Six Cents for his Costs and Charges by him about his Suit in this behalf expended. by the said Court now here adjudged to the said William Shortridge. which said damages Costs and charges amount in the whole to twelve hundred and Sixty nine dollars and Six Cents. And the said Defendants in mercy &c

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Lessee of Wikoff Harland vs Thomas Tyler

Pleas before the Honorable Peter Bryan Bruin and Daniel Kerr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law holden at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three—

Be it remembered that heretofore to wit at a term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the Second monday in April in the year of our Lord One thousand Eight hundred and one Solomon Seekright Lessee of William Wikoff and William G Harland by Lyman Harding his Attorney. brought into the Supreme Court in and for the Territory aforesaid his bill against Thomas Tyler. Long in Custody and for this of a plea of trespass and Ejectment And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Mississippi Territory ss. Supreme Court April Term 1801— Solomon Seawright complains of Simpleton Bartlett in Custody &c That whereas

William Nichoff Junior and William G Garland on the Second day of February in the year of Our Lord One thousand Eight hundred and One at the County of Pickering in the Mississippi Territory aforesaid had demised granted and to farm let unto the said Solomon Seekright a certain tract and parcel of One thousand Acres of land French measure Situate lying and being on a branch of the River bayou Pier in the County aforesaid bounded as follows Viz. beginning at the South West Corner of the Same at a pine tree on the aforesaid branch thence South Eighty One degrees East three hundred and twenty French Perches to a pine tree thence North nine degrees East two hundred and Seventy five French Perches to the South fork of the said Bayou Pier thence down said Fork to its Junction with the aforesaid branch thence up said branch to the beginning with the appurtenances. to have and to hold the said Tract and parcel of Land with the appurtenances to him the said Solomon Seekright and his Assigns from the said Second day of February in the year aforesaid to the full end and Term of five years thence next ensuing and fully to be Complete and ended by virtue of which said demise the said Solomon Seekright entered into and upon the said tract and parcel of Land with the appurtenances and was thereof possessed until the said Simpleton Bodette afterwards that is to say on the fourth day of February in the year aforesaid with force and arms entered into and upon the said Tract and parcel of land with the appurtenances which the said William Nichoff Junior and William G Garland had demised to the said Solomon Seekright in manner aforesaid for the Term aforesaid which is not yet expired & Ejected him thence out and Amoved the said Solomon Seekright from his said farm and then and there and other injuries to the said Solomon Seekright against the peace of the United States of America and of this this Territory and to the damage of the said Solomon Seekright two thousand dollars and thereupon he brings his Suit &c

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in Such case made and provided this Cause was transferred into the Superior Court of Law held at Natchez on and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and two &c forth—

And now on this day that is to Say on the day and year first above written before the Judges of the Court aforesaid until which day the said Simpleton Bodette had leave to imparle to the said suit and then to answer the Same &c. Come as well the said Solomon Seekright by his Attorney aforesaid as the said Simpleton Bodette in his proper person. And the said Simpleton defends the force and injury when &c. and Says nothing in bar or preclusion of the action of the said Solomon Seekright. Whereby the said Solomon Seekright remains thereon undefended against the said Simpleton Bodette— Therefore it is Considered that the said Solomon Seekright recover against the said Simpleton Bodette his said Term yet to Come of and in the Tenements aforesaid with the appurtenances. and also twenty four dollars and Seventy seven Cents for his Costs and Charges by him the Solomon Seekright expended in and about the prosecuting his Suit in this behalf by the said Court now to the said Solomon Seekright with his assent adjudged &c

And Whereupon the said Solomon Seekright prays the writ of the Court aforesaid to cause him to have possession of his said Premises to come of and in the Tenements aforesaid with the appurtenances together with his costs and Charges by the Court aforesaid in form aforesaid adjudged And it is granted to him and so forth &c

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Lispee of Wikoff & Garland vs Thomas Tyler

Pleas before the Honorable Peter Bryan Varnin And David Kerr Esquires Judges in And Over the Mississippi Territory at a Superior Court of Law holden at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three.—

Be it remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the second monday in April in the year of our Lord One thousand Eight hundred and One Solomon Seekright Lispee of William Wikoff Junior and William Garland by Lyman Harding Esquire his Attorney brought into the Supreme Court in and for the Territory aforesaid his bill against Simpleton Baldwin in Custody and so forth of a plea of Trespass and Ejectment. and there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Mississippi Territory ss Supreme Court April Term 1801. Solomon Seekright complains of Simpleton Baldwin in Custody &c For that whereas William Wikoff Junior and William Garland on the second day of February in the year of our Lord One thousand Eight hundred and One at the County of Adams in the Mississippi Territory aforesaid had demised granted and to farm let unto the said Solomon Seekright three certain tracts and parcels of land situate lying and being in the County aforesaid the first of said Tracts and parcels of land containing Eight hundred Acres French measure and is situated on the waters of Coles Creek and bounded as follows to wit. Lying at a dogwood tree at the South East Corner of the same tract and parcel of land. thence North thirty five degrees East two hundred And twenty three French perches to a white Oak tree. thence South fifty five degrees West two hundred and thirty three French perches to a Red Oak thence South the distance last mentioned. thence South forty degrees East seventy Eight French perches to a Sapaps tree Thence North fifty degrees East to the beginning. One other of said tracts and parcels of Land is situate lying and being on the River Mississippi one mile below the Post formerly called Fort Panmure and is bounded on the North by Land of Frances Gerault on the East by Land of George Overaker on the South by land of George Rapalje and Lewis Chaubonner. and on the West by the said River Mississippi. The other of said Tracts and Parcels of

thereof Complained against him nor but that the said Zacharias Smith hath Sustained damages on Occasion of the not performing the promere and undertaking in the said declaration mentioned to five hundred and fifty dollars and fifty Eight Cents as by the said declaration is above Suppose. And thereupon the said Zacharias Smith prays Judgment for his damages so acknowledged together with his Costs and Charges by him about his Suit in that behalf expended. to be adjudged to him &c. Therefore it is Considered that the said Zacharah Smith recover against the said Benjamin Hitchens his damages aforesaid to fife hundred and forty dollars and fifty Eight Cents in form aforesaid Acknowledged. And also Eighteen dollars and twenty two Cents for his said Costs and Charges by the Court aforesaid now here adjudged to the said Zacharah Smith and with his assent with Stay of Execution until the first day of October next ensuing said Judgment which said damages costs and Charges in the whole Amount to five hundred and fifty Eight dollars and Eighty Cents. And the said Benjamin Hitchens in Mercy

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Ferguson & Wolley. vs Thomas Ragan.

Pleas before the Honerable Peter Bryan Bruin And Daniel Kerr. Esquires. Judges in And Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Term of the Superior Court of Law holden at Natchez in and for the district of Adams on the third Monday in June in the year Of Our Lord One thousand Eight hundred and two. David Ferguson and Melling Woolley by Lyman Harding their Attorney brought into the Superior Court of Law aforesaid their bill against Thomas Ragan in Custody of the Sheriff of Adams County in the Territory aforesaid. of a plea that he render to them seven hundred dollars lawful money &c. which he owes to and unjustly detains from them the said David Ferguson and Melling Woolley. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. District of Adams ss. Superior Court of Law June Term 1802. David Ferguson and melling Woolley Complains of Thomas Ragan in Custody &c. of a plea that he render to them seven hundred dollars lawful money of the United States which he owes to and unjustly detains from them. For that whereas the said Thomas Ragan on the first day of May in the year of our Lord One thousand Eight hundred and one in the County of Adams in the district of Adams aforesaid by his Certain writing obligatory sealed with the seal of the said Thomas Ragan and now to the Court here shown the date whereof is the day and year last aforesaid acknowledged himself to be held and firmly bound unto the said David Ferguson and Melling Woolley in the said seven hun-

dred

three dollars lawful money of the United States to be paid to the said Mullins Woolley and David Ferguson when he the said Thomas Ragan should be afterwards thereto required. Nevertheless the said Thomas Ragan although often requested to pay the same hath not paid the said David Ferguson and Mullins Woolley or either of them the said Seven hundred dollars or any part thereof but hath hitherto altogether refused and still doth refuse so to do to the damage of the said David Ferguson and Mullins Woolley Seven hundred dollars and thereupon they bring Suit &c

And the said Thomas Ragan by James Wallace his Attorney comes and defends the wrong and injury when &c and craves oyer of the said writing obligatory he also craves oyer of the Conditions of the said writing obligatory &c

Afterwards that is to say on the day and year first above written at a Superior Court of Law held at Natchez in and for the District of Adams came the said David Ferguson and Mullins Woolley by their Attorney aforesaid And the said Thomas Ragan in his proper person and defends the wrong and injury when &c and says nothing in bar or preclusion of the action of the said David Ferguson and Mullins Woolley whereby the said David Ferguson and Mullins Woolley remain thereto undefended against the said Thomas Ragan. Therefore it is considered that the said David Ferguson and Mullins Woolley recover against the said Thomas Ragan three hundred and fifty dollars the debt in the declaration mentioned and also forty nine dollars and seven cents for their damages they have sustained as well by occasion of the detaining of said debt as for his costs and charges by him about his suit in this behalf expended by the said Court now here adjudged to the said David Ferguson and Mullins Woolley and with their assent which said debt damages costs and charges in the whole amount to three hundred and ninety nine dollars and seven cents and the said Thomas Ragan in Mercy &c

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John D Meyer Lepor. vs Patrick Connelly Jer. Ten.c

Pleas before the Honorable Peter Bryan Bruin and David Hemphill Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three

Be it remembered that here to fore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thousand Eight hundred and two Solomon Seekright Lepor of John D Meyer by Lyman Harding his Attorney brought into the Superior Court of Law aforesaid his bill against Simpleton Bad title in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of trespass and Ejectment. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill is in the following words to wit District of Adams ss. Superior Court of Law June Term 1802 Solomon Seekright complains of Simpleton Bad title in Custody &c For that whereas John Frederick Meyer on the first day of January in the Year of our Lord One thousand Eight hundred and two at the County of Adams in the district of Adams had demised granted and to farm let to the said Solomon Seekright a certain Messuage and Lot

John Fredrick Meyer vs Patrick Connelly

Be it remembered that heretofore to wit at a Term of the Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three

Be it remembered that heretofore to wit at a Term of the Superior Court of Law held at Natchez in And for the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three the John Fredrick Meyer by Lyman Harding his Attorney brought into the Superior Court of Law in And for the district of Adams his bill against Patrick Connelly in Custody of the Sheriff of Adams County in the district and Territory aforesaid of a plea of debt and thereupon are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit: District of Adams ss. Superior Court of Law June Term 1802. John Fredrick Meyer Complains of Patrick Connelly in Custody of a plea that he render to him Seven hundred dollars good and lawful money of the United which he Justly Owes to and unjustly detains from him. For that whereas the said Patrick Connelly on the twenty third day of May in the year of Our Lord one thousand eight hundred and one at the County of Adams in the district of Adams aforesaid by his Obligatory Sealed with the seal of the said Patrick Connelly and now here shewn to the Court the date whereof is the day and year first aforesaid acknowledged himself to be held and firmly bound to the said John Fredrick Meyer in the said sum of five hundred dollars good and lawful money of the United States to be paid to the said John Fredrick Meyer when he the said Patrick Connelly should be afterwards thereto required: Nevertheless the said Patrick Connelly altho often requested hath not yet paid the said sum of money or any part thereof to the said John Fredrick Meyer but hath hitherto altogether refused and still doth refuse so to do to the damage of the said Fredrick Meyer three hundred and fifty dollars and thereupon he brings Suit &c

And the said Patrick Connelly by James Wallace his Attorney comes and defends the wrong and injury when &c and craves Oyer of the said writing Obligatory he also craves Oyer of the condition of the said writing Obligatory and of the

Afterwards that is to say on the day and year first above written at the Superior Court of Law held at Natchez in and for the district of Adams came the said parties by their Attorneys aforesaid and the said Patrick Connelly defends the force and injury when &c and says that he cannot deny the action of the said John Fredrick Meyer nor but the said writing Obligatory is the deed of him the said Patrick Connelly nor but that he owes to the said John Fredrick Meyer the said Sum of three hundred and fifty dollars above demanded in manner and form as the said John Fredrick Meyer hath above thereof Complained against him: Therefore it is considered that the said John Fredrick Meyer do recover against the said Patrick Connelly his said debt and also twenty five dollars for his damages he hath sustained on occasion of the detaining of the said debt and also fourteen dollars and eighty two cents for his costs and

charge by him about his Debt in this behalf expended by the said Court now here adjudged to the said John Pollock Esquire with his Costs and Damages Costs and Charges in the whole Amount to three hundred dollars & sixty seven dollars & sixty two Cents also the said Pollock Esquire may be

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William Hitoff Jr. Timberlake and Hancock

Pleas before the Honorable Peter Bryan Bruen and David Kerr Esquires Judges and one the Justices of the Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord one thousand Eight hundred and three—

Be it Remembered that heretofore to wit at a Court of the Superior Court of Law aforesaid held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord one thousand Eight hundred and three William Hitoff Junior by Lyman Harding his Attorney brought into the Superior Court of Law aforesaid his Bill against Samuel Timberlake and Samuel Hancock in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of Trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit—

District of Adams ss. Superior Court of Law June Term 1803. William Hitoff Junior Complains of Samuel Timberlake and Samuel Hancock in Custody &c. of a plea of Trespass on the Case for that whereas at the time of the making of the Several Promises and undertakings hereinafter mentioned and before and at afterwards the said Samuel Timberlake and Samuel Hancock were joint partners in trade and Business and were called by the partnership name style and firm of Timberlake and Hancock and so the said Samuel Timberlake on the Nineteenth day of August in the Year of Our Lord one thousand Seven hundred and Ninety Nine at the County of Adams aforesaid in the District of Adams aforesaid made a certain Note in writing commonly called a promissory Note subscribed with his own proper hand for himself and the said Samuel Hancock his partner aforesaid bearing date the same day and year last mentioned. and then and there delivered the said Note to the said William Hitoff Junior and by said Note he the said Samuel Timberlake for himself and the said Samuel Hancock his partner promised to pay to the said William Hitoff Junior in all the months of January then next the sum and full sum of two hundred and five dollars and one bit (equal in value to two hundred and five dollars twelve and one half cents for value Received. by reason whereof the said Samuel Timberlake and Samuel Hancock became liable to pay to the said William Hitoff Junior the said sum of money Contained in said Note according to the tenor and effect of said Note. and being so liable the said Samuel Timberlake and Samuel Hancock in Consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid in the district aforesaid undertook and then and there

South fully persuaded the said William Bishop Junior to pay him the said Sum of
Money contained in said Note According to the tenor and effect of said Note
And whereas also the said Samuel Timberlake afterwards towit on the fourth
day of December in the Year of Our Lord one thousand seven hundred and
Ninety nine at New Orleans towit at the County aforesaid in the District afore-
said made another Certain Note in writing commonly called a promissory
Note. Subscribed with the proper hand of the said Samuel Timberlake for
himself and the said Samuel Hancock his partner bearing date on the
day and year last mentioned, and then and there delivered the said last men-
tioned Note to the said William Bishop Junior by which said last mentioned
note the said Samuel Timberlake for himself and the said Samuel Han-
cock his partner aforesaid promised to pay to the said William Bishop Junr
or Order in or the month of March then next ensuing the Sum of three hun-
dred and Sixty three dollars and five Eighths of a Dollar in Silver Coin
for Value received in Merchandize by them whereof the said Samuel Timber-
lake and Samuel Hancock became liable to pay to the said William Bishop
Junior the said Sum of money contained in said note last mentioned
according to the tenor and effect of said last mentioned note. And being so lia-
ble the said Samuel Timberlake and Samuel Hancock in Consideration
thereof afterwards towit on the day and year aforesaid at the County aforesaid
in the district aforesaid took upon themselves and then and there faithfully
promised the said William Bishop Junior to pay him the said Sum of money
contained in said note last mentioned according to the tenor and effect of
said note last mentioned. Nevertheless the said Samuel Timberlake and
Samuel Hancock their several promises and undertakings aforesaid
in form aforesaid made not in the least regarding the aforesaid Sum
Sum of money or any part thereof to the aforesaid William Bishop Junior
have not yet paid nor have either of them paid the same / altho to pay
the same the said Samuel Timberlake and Samuel Hancock by the said
William Bishop Junior have been often requested and demanded / but to pay
the same to him the said Samuel Timberlake and Samuel Hancock have
hitherto altogether refused and still do refuse to pay the same to the
said William Bishop Junior to his damage Twelve hundred dollars and
thereupon he brings Suit &c

And the said Samuel Timberlake and Samuel Hancock by Saml
McMahon their Attorney come and defend the wrong & injury when &c
and say that they did not promise and assume in manner and form as
the said William Bishop above Complains against him and hereof for
trial he puts himself upon the Country &c And the Plaintiff doth the
like &c

Afterwards it is Commanded that the Sheriff of Adams County in the
District of Adams and Territory aforesaid do Summon thirty two good and lawful
men of his County and the Sheriff of Wilkinson County in the district of Adams
and Territory aforesaid do Summon twelve good and lawful men of his County
According to the directions of the Act of the General Assembly in such Case
made and provided to be and appear before the Judges of the Territory afore-
said at a Superior Court of Law to be holden at Natchez in and for the
District of Adams on the third monday in June in the Year of Our Lord
One thousand Eight hundred and three by whom &c as &c and who
are then and there to try &c and so forth to recognize and so forth because as well and so forth
the same day is given to the parties aforesaid there and so forth. At
which day before the Judges of the Territory aforesaid at the Court aforesaid
there and there held came as well the said William Bishop Junior as the said
Samuel Timberlake and Samuel Hancock by their Attorneys aforesaid and
the Jurors of which mention is above made being called Attorn of them

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Executors of Last Will & Testament and Guardian

(5)

In Court before the Honorable Peter Augustus Munford and Thomas Fenton Esquires Justices of the Eleventh Judicial District of Virginia at a Superior Court of Law held at the Court House for the County of Nelson on the first Monday in June in the Year of Our Lord one thousand eight hundred and three.

This day came the Executors of the last Will and Testament of Samuel Clarke deceased and made Oath according to Law and Entered into and acknowledged their Bond in the Penalty of Twenty Thousand Dollars conditioned as the Law directs for the due Execution of the said Will and Testament and Granted Certificate thereof they having first been duly Sworn.

hundred dollars money of the United States which the said Lewis And George
say is due & owing from the said Daniel Executor and Jane Executrix. For
that whereas the said Lewis And George on the first day of April in the
year of Our Lord Eighteen hundred at the County of Adams in the district
of Adams aforesaid by their Certain writing Obligatory sealed with their
Seals. and to the Court now here Shewn the date whereof is the same day
And year last mentioned. Acknowledge themselves to be held and firmly
bound to the said Daniel Clark in his life in the aforesaid sum of seven thousand
Eight hundred dollars. to be paid to the said Daniel Clark his Certain
Attorney Executors And Administrators or Assigns when they the said
Lewis And George should be Afterwards thereto required. Nevertheless
the said Lewis Evans And George Croghan (at the time required) have
not nor has either of them paid the aforesaid sum of money to the
said Daniel Clark in his life time or to the said Daniel Clark Executor
And Jane Clark Executrix since the death of the aforesaid Daniel Clark
nor to either of them. but have hitherto altogether refused to pay the same
to them or to either of them And still do refuse to pay the same to the
said Daniel Clark Executor And Jane Clark Executrix or to either of
them to their damage Six hundred dollars And therefore upon the bring
Suit &c. And the said Daniel Clark And Jane Clark bring here into
Court the Letters Testamentary of the said Daniel Clark de cease by
which it sufficiently appears to the Court that the aforesaid Dan-
iel & Jane are Executors of said Will And have Administration
thereof And the said Lewis Evans And George Croghan by Isaac Clark their
Attorney come and defend the wrong & injury when &c. And Crave Oyer
of the writing Obligatory aforesaid And it is read to them And they them
Crave Oyer of the Condition And it is read to them &c. the said Lewis Evans And
George Croghan say that the said Daniel Clark And Jane Clark ought
not to have or maintain their said Action against them the said Lewis
And George because they say that after the making of the said writing
Obligatory. and after the said day of mentioned in said Condition and
before the day of Exhibiting of the Bill of them the said Daniel and Jane
they the said Lewis and George paid to the said Daniel And Jane as
Executors as aforesaid the said Sum of money Contained in said Condition
together with all legal interest thereon in full discharge of said debt. And
this they pray may be enquired of by the Country. And the said Daniel
And Jane the like Manner &c—

Afterwards Court at a Superior Court of Law held at Natchez in and
for the District of Adams aforesaid on the third monday in November
in the year of Our Lord One Thousand Eight hundred and twelve this
Cause was legally Continued—

Afterwards to wit on the day and year first above written at a Superior
Court of Law held at Natchez in and for the District of Adams. Came the said
Parties by their Attornies aforesaid: And thereupon the said Lewis Evans And
George Croghan relinquish their plea by them above pleaded and now that
they cannot deny the Action of the said Daniel Clark and Jane Clark Executor
And Executrix as aforesaid nor but that the said writing Obligatory is the deed
of them the said Lewis Evans And George Croghan nor but that they owe to the
said Daniel and Jane the said Sum of Seven thousand Eight hundred dollars
above demanded the Real Amount to be Ascertained by Samuel Postlethwait and
his Award to be returned into the Office and made the Judgment of the Court

aforesaid with a Stay of Execution untel the first day of Octo ber Next Therefore it is considered that the said Daniel Clark Executor and Jane Clark Executrix do recover against the said Lewis Evans And George Ewbanks his said Debt in manner and form aforesaid confessed also Sixteen dollars and Seventy five Cents for their Costs and Charges by them about their suit in this behalf expended by the said Court now here adjudged to the said Daniel and Jane with their assent &c. And the said Lewis Evans and George Ewbanks in Mercy &c—

Leonard Claborne vs Isaac Gaillyard

Pleas before the Honerable Peter Bryan Bruin and Daniel Kerr Esquires Judges in And Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three—

Be it remembered that heretofore to wit at a Term of the late Supreme Court held at Natchez in and for the Territory aforesaid on the Second Monday in April in the year of Our Lord One thousand Eight hundred and One Leonard Claborne by Lyman Harding his Attorney, brought into the Supreme Court in and for the Territory aforesaid his bill, against Isaac Gallard in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of Trespass on the Cases and thus are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Mississippi Territory County of Adams ss. Supreme Court April Term 1801. Leonard Claborne Complains of Isaac Gallard in Custody of the Sheriff &c. of a plea of trespass on the Case. For that whereas on the twenty Eighth Day of December in the year of our Lord One thousand and Eight hundred at the County of Adams aforesaid a certain Race Course was had by and between the said Leonard Clabourne and Isaac Gallard of and Concerning the speed of two Certain horses. one of said horses known and called by the name of the Bald Cat and the other called and known by the name of the said Isaac Gallards Bald horse. and upon that Race Course the said Isaac Gallard then and there affirmed that if he the said Leonard Claborne would run the said Bald Cat against the said Bald horse one Mile heats and give said Bald horse Sixty Yards in each heat. each of said horses carrying one hundred pounds Weight that said Bald horse would beat said Bald Cat in running three of said Heats which affirmation of the said Isaac Gallard the said Leonard Clabourne then and there denied. affirming that he the said Leonard Clabourne would run the said Bald Cat against the said Bald horse the One Mile heats and give the said Bald horse Sixty yards in each heat each of said horses carrying

ryeing one hundred pounds weight. and that said Cold Cat would beat said Bay
Horse in running three of said heats and thereupon afterwards towit on the day and
year last mentioned at the County aforesaid in consideration that the said Leonard
Clarbourne at the special instance and request of the said Isaac Gallard then
and there took upon himself and faithfully promised the said Isaac Gallard
to pay him one thousand dollars money of the United States of the said Cold Cat
did not beat the said Isaac Gallards said Bay Horse the one mile heats in
running three heats in a race to be run at a place called Kings Course in the
County aforesaid on the fifth day of January in the year of our Lord one
thousand Eight hundred And One each of said Horses carrying one hun
dred pounds weight while running said race the said Cold Cat going said
said horse sixty yards in each heat the said Isaac Gallard took upon
himself and then and there faithfully promised the said Leonard Clarbourne
to pay him one thousand dollars like money of the said Cold Cat did beat
the said Isaac Gallards Bay horse the one mile heats in running three heats
in a race to be run at a place called Kings Course in the County aforesaid
on the fifth day of January in the year of our Lord one thousand Eight hun
dred And One each of said horses carrying one hundred pounds weight while
running said race and the said Cold Cat going said Bay horse sixty yards in each
heat. And the said Leonard Clarbourne in fact says that afterwards
towit on the said fifth day of January in the year of our Lord one thousand
Eight hundred and One at said place called Kings course in the County
aforesaid said Race was run and that said Cold Cat then and there
beat said Bay horse in running the one mile heats in running three
heats the said Cold Cat carrying one hundred pounds weight while
running said race and going said Bay Horse sixty yards in each
heat while running as aforesaid which the said Isaac Gallard afterwards
towit on the same day and year last above mentioned had notice. And
whereas also afterwards towit on the said County Eighth day of December in
the said year of our Lord One thousand and Eight hundred at the County
aforesaid. another discourse was had by and between the said Leonard Clarbourne
and the said Isaac Gallard. Concerning the said two certain other horses
one of said last mentioned horses called the Cold Cat and the other called the
said Isaac Gallards Bay horse and upon that last mentioned discourse
the said Isaac Gallard offered and affirmed that he could beat his said
Bay horse against the said Cold Cat on the fifth day of January then next
ensuing at Kings Course in the County aforesaid the one mile heats and that
if said Leonard Clarbourne would give sixty yards in each heat to said Bay
horse in running said heats that said Bay horse could beat said Cold Cat
in running three of said heats each of said horses carrying one hundred
pounds weight which said Propositions and affirmations of the said Isaac
Gallard the said Leonard Clarbourne then and there denied whereupon it
was then and there agreed by and between the said Leonard Clarbourne and
Isaac Gallard that the said Leonard Clarbourne should run the said Cold
Cat against the said Bay horse on the fifth day of January then next
following at a place called Kings Course in the County aforesaid the
one mile heats, and should give the said Bay horse sixty yards in each
heat, and that each of said horses in running said heats should carry
one hundred pounds weight. and that if said Cold Cat should beat said
Bay horse in running three of said heats then and in that case that the said
Isaac Gallard should pay to the said Leonard Clarbourne one thousand
dollars like money aforesaid and if the said Bay horse should beat
the said Cold Cat in running three of said heats as aforesaid then and in
that case the said Leonard Clarbourne should pay unto the said Isaac
Gallard one thousand dollars like money, and that either the said Parties
refuse or neglect to run his aforesaid horse on the day and at the

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Place aforesaid and in manner aforesaid that the party so refusing or neglecting should pay unto the other party five hundred dollars like money and thereupon the said Leonard Claiborne afterwards towit on the said twenty eighth day of December in the year of our Lord one thousand and eight hundred at the County aforesaid at the special instance and request of the said Isaac Gallard undertook and faithfully promised the said Isaac Gallard to perform and fulfill the said last mentioned agreement and every part thereof on his part to be performed and fulfilled according to the true intent and meaning thereof in consideration thereof the said Isaac Gallard then and there undertook and faithfully promised the said Isaac Gallard to perform and fulfill the said last mentioned agreement and every part thereof on his part to be performed and fulfilled according to the true intent and meaning thereof and the said Leonard Claiborne in fact saith that afterwards towit on the said fifth day of January in the year of Our Lord One thousand Eight hundred and one at the said place called Kings Creek in the County aforesaid the one mile heats and three of said heats the said bets at Car rying one hundred pounds weight in running said heats and that he the said Leonard Claiborne then and there offered to give the said Baldhorse sixty yards in running each of said heats, but the said Isaac Gallard then and there altogether refused and prevented the said Baldhorse at said Course during said last mentioned day and also did not or permit said Baldhorse to run the said one mile heats at said Course during said last mentioned Day by reason of which said last mentioned promises and undertakings the said Isaac Gallard became liable to pay and ought to pay to the said Leonard Claiborne the said sum of five hundred dollars towit at the County aforesaid — And whereas also afterwards towit on the said twenty eighth day of December in the year of Our Lord one thousand Eight hundred at the County aforesaid a certain other discourse day had and moved by and between the said Leonard Claiborne and the said Isaac Gallard of and concerning the Agreeing of two certain other horse, one of said horses called the said Isaac Gallards Bald horse, the other a dark bay horse called known by the name of the Lord Cat. whereupon it was then and there agreed by and between the said Leonard Claiborne and Isaac Gallard that the said Isaac Gallard should run the said Baldhorse against the said horse called the Lord Cat. and that said Leonard Claiborne should run said Lord Cat against said Baldhorse on the fifth day of January then next ensuing at a place called Kings Creek in the County aforesaid the one mile heats and that said Leonard Claiborne should give and allow to said Baldhorse an advantage of twenty yards in each of said heats and that each of said horse should carry one hundred pounds weight in running said heats and that after the running said twenty yards said Lord Cat should come out at the starting post before said Baldhorse two entire of said heats then and there and that case the said Isaac Gallard should pay to the said Leonard Claiborne one thousand dollars like money as aforesaid and if said

Bradshoure should come within Sixty yards of said Sterling port two in three of
said hunts. before said Lord Cate should come out to said Sterling port. then and
in that case that the said Leonard Claiborne should pay unto the said Isaac Gal
lard one thousand dollars like money. and thereupon the said Leonard Clai
borne afterwards towit on the said twenty eighth day of December in the said
year of our Lord one thousand and eight hundred at the county aforesaid
at the special instance and request of the said Isaac Gallard undertook and
faithfully promised the said Isaac Gallard to perform and fulfill the said
last mentioned agreement and every part thereof on his part to be performed
and fulfilled according to the true intent and meaning thereof. In consider
ation thereof the said Isaac Gallard then and there undertook and
faithfully promised the said Leonard Claiborne to perform and fulfill said
last mentioned agreement and every part thereof on his part to be performed
and fulfilled. And the said Leonard Claiborne saith that after wards towit
on the said fifth day of January in the said year of our Lord one thou
sand eight hundred and one, at Sterling port aforesaid in
the county aforesaid he the said Leonard Claiborne according to
bridge at the said One Mile heats and three of said heats the said Isaac
Gallard carrying while running said heats one hundred pounds weight
and three after weighing said sixty years in each of said heats the said
bridge also came first at the Sterling post in each of said heats the said
before the said Isaac Gallard Bradshoure of all others said
runners the said Isaac Gallard then and there had notice by reason
of which said last mentioned premises and according to the said
Isaac Gallard promise and undertaking the said Isaac Gallard
became liable to pay and ought to pay to the said Leonard Claiborne
the said sum of one thousand dollars towit at the County aforesaid
aforesaid. and whereas also the said Isaac Gallard afterwards towit on
the day and year last mentions at the County aforesaid was indebted
to the said Leonard Claiborne in one thousand dollars like money
for money by the said Isaac Gallard before that time had and recei
ved to the use of the said Leonard Claiborne and being so indebted he
the said Isaac Gallard in Consideration thereof afterwards towit
on the same day and year aforesaid last at the County aforesaid
undertook and then and there faithfully promised the said Leonard
Claiborne to pay him the said last mentioned sum of money
when he the said Isaac Gallard should be thereunto afterwards
required— Nevertheless the said Isaac Gallard his several promises and
undertakings aforesaid in form aforesaid made not in the least regarding the
aforesaid several sums of money or any part thereof to the aforesaid Leonard Clai
borne hath not yet paid (although to pay the same the said Isaac Gallard by
the said Leonard Claiborne hath been often required) but to pay the same to him
the said Isaac Gallard hath hitherto altogether refused and still doth refuse to
pay the same to the said Leonard Claiborne to his damage two thousand
dollars and thereupon he brings Suit &c—

And the said Isaac Gallard by James Wallace his attorney comes and
defends the wrong and injury when &c and says that he did not assume
and promise to pay the said several sums of money in manner and form
as by the said Leonard Claiborne in his declaration thereof alledged
and of this he puts himself upon the Country for trial. And the said
Leonard Claiborne likewise &c—

Afterwards by virtue of a Statute of the General Assembly of
the Territory aforesaid in such case and provided this cause was tried

(see

fens into the Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the Year of Our Lord One thousand Eight hundred and two wherein said Cause was legally continued

Afterwards to wit at a Term of the Superior Court of Law aforesaid held at Natchez in and for the District of Adams on the third Monday in November in the Year of our Lord One thousand Eight hundred and two this Cause was legally Continued

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon twenty two good and lawful men of his County and the Sheriff of Pickaway County in the District of Adams and Territory aforesaid do Summon ten good and Lawful men of his County according to the direction of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight Hundred and three by whom and so forth who neither did so forth to recognize did so forth. Whereupon and so forth. the same day is given to the parties there and so forth—

At which day before the Judges of the Territory aforesaid at the Court aforesaid there and then holden. Came as well the said Leonard Harbourne by his Attorney aforesaid as the said Isaac Gaillard by his Attorney aforesaid Unto the Issues of which mention is above made Upon which came the Jurors of the Jury whose names are Alexander Isaac Lewis Charles Lucas Joseph Davis Enoch Bridges Abraham Morris John Barney Elijah Crosby Luby Lee Stacy Ezekiel Rolles Frederick Fitz and James Burley who being impannelled Chosen tried and Sworn to speak the truth Concerning the Matters within Contained say upon their Oath that the said Isaac Gaillard did undertake and promise in manner and form as the said Leonard Harbourne hath above complained against him. And the assess the damages of the said Leonard Harbourne on occasion of the premises in his Writ and Plaint by him about his suit in that behalf expended to one thousand Dollars Therefore it is Considered by the Court here that the said Leonard Harbourne do recover against the said Isaac Gaillard his said damages by the Jurors aforesaid in form aforesaid assessed And also Sixty nine dollars and fifty Eight Cents for his Costs and Charges by him expended in and about prosecuting his suit in this behalf by the said Court now here to the said Leonard Harbourne with his assent adjudged. which said damages Costs and Charges Amount in the whole to One thousand and Sixty nine Dollars and fifty Eight Cents and the said Isaac Gaillard in mercy and so forth—

John Henderson vs John [redacted]

Pleas before the Honorable Peter Bryan Bruin and Isaac Henry Esquires. Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three—

Be it remembered that heretofore Court at a Term of the Court of Common pleas holden in and for the County of Adams on the second day and the first Monday in May in the year of Our Lord One thousand Eight hundred and One John Henderson by Lyman Harding his Attorney brought into the Court of Common pleas aforesaid his bill against John Hinds being in Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of trespass on the Case. And therein are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Adams County ss. Court of Common pleas August Term 1801. John Henderson Complains of John Hinds in Custody &c. of a plea of Trespass on the Case. For that whereas the said John Hinds on the fourth day of May in the year of our Lord One thousand and Eight hundred at the County of Adams aforesaid made his Certain Note in writing Commonly called a promissory note with his proper hand thereto Subscribed bearing date on the day and year last mentioned and then and there delivered said Note to the said John Henderson by which said Note the said John Hinds promised to pay to the said John Henderson or order on or before the first day of January then next ensuing the sum of fifty Six dollars lawful money of the United States in Cash or Cotton at Cash price for value received by the said John Hinds as appears by the said Note. Now the said John Hinds hath not paid the said sum of money contained in said Note or delivered to him said Cotton in discharge thereof according to the tenor and effect of said Note. And whereas the said John Hinds afterwards to wit on the fourteenth day of January in the year of our Lord One thousand Eight hundred and one at the County aforesaid made his Certain other Note in writing Commonly called a promissory Note with his proper hand thereto Subscribed bearing date on the day and year last mentioned and then and there delivered said last mentioned Note to the said John Henderson by which said last mentioned Note the said John Hinds promised on or before the first day of April then next to pay to the said John Henderson or order the sum of two hundred and Sixty seven dollars and fifty Cents in Cash or Cotton at Cash price in square Bales delivered at Natchez for value received on ten pieces of bagging. By reason whereof the said John Hinds became liable to pay to the said John Henderson the said sum of money contained in said last mentioned Note or to deliver to him the said Cotton in discharge thereof according to the tenor and effect of said last mentioned Note and being so liable the said John Hinds in Consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said John Henderson to pay him the said sum of money contained in said last mentioned Note or to deliver to him the said Cotton in discharge thereof accor-

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dang to the tenor and effect of said last mentioned note. Never the lefs the said John Hinds his several promises and undertakings aforesaid in form aforesaid made not in the least Regarding the aforesaid several sums of money or any part thereof to the aforesaid John Henderson hath not yet paid nor has he delivered said Cotton or any part thereof in discharge of his aforesaid promises and undertakings or either of them, altho the said John Hinds by the said John Henderson hath been often required to pay the aforesaid sums of money & to deliver said Cotton, and particularly to deliver said Cotton upon the respective days on which the said notes became payable at the County aforesaid but to pay the said sums of money or any part thereof or to deliver the said Cotton to the said John Henderson the said John Hinds hath hitherto altogether refused and still doth refuse so to do. And whereas the said John Hinds afterwards towit on the said fourteenth day of January in the said year of Our Lord One thousand Eight hundred and one at the County aforesaid was indebted to the said John Henderson in the sum of three hundred and twenty five dollars for divers goods wares and merchandizes by the said John Henderson to the said John Hinds at his special instance and request before that time sold and delivered and being so indebted the said John Hinds in consideration thereof afterwards towit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said John Henderson to pay him the said sum of money last mentioned when he the said John Hinds should be afterwards thereunto required. And also whereas the said John Hinds afterwards towit on the day and year last mentioned at the County aforesaid in consideration that the said John Henderson had before that time at the like special instance and request of the said John Hinds sold and delivered to the said John Hinds divers other goods wares and merchandizes took upon himself and then and there faithfully promised the said John Henderson to pay him as much money as the said goods wares and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof when he should be thereunto afterwards required. And the said John Henderson avers that the said goods wares and merchandizes last mentioned were reasonably worth other three hundred and twenty five dollars at the time of the sale and delivery thereof towit at the County aforesaid. whereof the said John Hinds then and there had notice Nevertheless the said John Hinds his two last mentioned promises and undertakings aforesaid in form aforesaid made not in the least regarding the two last mentioned sums of money or any part thereof to the aforesaid John Henderson hath not yet paid altho to pay the same the said John Hinds by the said John Hendersons hath often been required & tho to pay the same to him the said John Hinds hitherto hath altogether refused and still doth refuse to pay the same to the said John Henderson to his damage Six hundred dollars and thereupon he brings suit &c

And the said John Hinds comes and defends the wrong and injury when &c and the said John Henderson by his said attorney says that the said John Hinds may answer to his said bill and upon this licence is given to the said John Hinds to impart to the said bill of the said John Henderson until the next Rules and then to answer thereunto. The same Day is given unto the said John Henderson &c

the Same place— At rules held in the office of the prothonotary of the Court aforesaid by order of said Court on the rule day in the month of October following, came the said John Henderson by his said Attorney, and the said John Hinds at that day at the Solemn by called Came not, nor did he say any any thing in bar or preclusion of the said action of the said John Henderson by reason whereof the said John Henderson ought to recover against the said John Hinds his damages by occasion of the premises, but because it was not known what damages the said John Henderson had Sustained in this Cause by the occasion aforesaid, it was ordered that a writ of Enquiry issue to the Sheriff for the purpose of ascertaining at the next Court a Jury of twelve good and lawful men to enquire of and assess the Same— Afterwards towit at a Court of Common pleas Continued and holden for said County at the Court house thereof on the fourth day of November in the Year last aforesaid, this Cause was legally continued. Afterwards towit on the 26th day of January in the year of Our Lord 1812 in virtue of a Statute of this Territory this Cause was transfered into the County Court for said County— And afterwards towit on the ten the day of June in the year of our Lord one thousand eight hundred and two at a County Court Continued and holden for said County at the Court house thereof before William Vousdew and others his Associates Esquires Justices of the County Court for the County of Adams aforesaid Came the said John Henderson by his said Attorney, and thereupon Came a Jury towit Ezekiel Dewitt William Bishop, David Callahew, John Irwine William Porter John Ferguson Benjamin Beck, Stephen Stephenson, Charles McBride Thomas Ryan William Lewis and David Gibson who being duly elected tried and Sworn to enquire of damages in this Cause upon their oaths do Say that the said John Henderson hath Sustained damages by occasion of the premises to three hundred and forty one dollars and twenty five cents besides his Costs of Suit. It is therefore Considered by the Court here that the said John Henderson do recover against the said John Hinds his damages aforesaid by the Jury in their Verdict in form aforesaid assessed, and also thirteen dollars and sixty five cents for his costs and Charges about his Suit in this behalf expended, which damages amount in the whole to three hundred and fifty four dollars and ninety cents. and the said John Hinds in mercy &c whereupon the said John Hinds in his proper person prayed to Appeal from said Judgment into the Superior Court of Law for the District of Adams, and having entered into bond with two Securities as the law directs the appeal is allowed and the Bond here with Sent up and so forth— Afterwards at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of our Lord One thousand eight hundred and two this Cause was legally Continued—

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon twenty two good and lawful men of his County, and the Sheriff of Pickenson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the act of the General Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in June in the year of our Lord one thousand Eight hundred and three by whom &c forth. who neither and so forth to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid there and so forth— At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there holden Came as well the said John Henderson by his Attorney aforesaid as the said John Hinds and the Jurors of which mention is above made being called every of them Came to wit George Overaker Isaac

Alexander Irvine Lure, James Griffen John Burney Elijah Cushing Sylvester Starts Benjamin Rollins James Bosley James Moore Nathaniel Perry and Joseph Harrison who being impannelled chosen tried and Sworn to Speak the truth Concerning the Matter within Contained Say upon their Oaths that the Said Heirs did undertake and promise in manner and form as the Said John Henderson hath above Complained Against him, and they Assess the damages of the Said John Henderson to three hundred and Sixty Eight dollars on Account of the premises besides his Costs and Charges by him About his Suit in that behalf expended. Therefore it is Considered by the Court that the Said John Henderson do recover Against the Said John Heirs his Said damages by the Jurors last aforesaid in form aforesaid Assessed And also twenty Six dollars and thirty Seven Cents for his Said Costs and Charges by him expended in And about prosecuting his Suit in this behalf by the Said Court now here to the Said John Henderson with his Assent adjudged, which damages Costs and Charges Amount in the whole to three hundred and ninety four dollars and thirty Seven Cents. And the Said John Heirs in mercy &c —

Thomas Irvine vs Richard Swayzey

Pleas before the Honorable Peter Bruin Bryan and David Hay Esquires Justices &c over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June Anno Domini One Thousand Eight Hundred and three —

Be it remembered that heretofore (By virtue of a Statute of the General Assembly of the Territory aforesaid in Such Case made and provided) to wit on the third Monday in November in the year of our Lord One thousand Eight hundred and two at a Superior Court of Law held at Natchez in and for the District of Adams, Richard Swayzey by William Conner his Attorney brought into the Court aforesaid the certified Transcript of the Record and proceedings of a certain Judgment obtained in the County Court of Adams County, wherein the said Richard Swayzey is Defendant and Thomas Irvine Plaintiff from which said Judgment the said Richard obtained an Appeal &c: which said Transcript is in the following words to wit: Mississippi Territory County of Adams ss. Pleas before William Vousdan and their his Associates Esquires Justices of the County Court for the County of Adams aforesaid the Court thereof in the Town of Natchez this ninth Day of June in the year of Our Lord one thousand Eight hundred and two. Be it remembered that heretofore to wit at the Court of Common Pleas Continued and holden for said County at the Court house thereof on Wednesday the fifth day of November in the year of our Lord one thousand Eight hundred. Thomas Irvine by Abner Duncan his Attorney Came into Said Court and brought into the Same

his Suit against Richard Swayzey being in Custody of the Sheriff of said County of a plea of trespass on the Case, which said suit hath for pledges for prosecution John Doe and Richard Roe, and is in the following words to wit. Be it remembered in the Court of Common Pleas November Term 1800. Thomas Irwin Complains of Richard Swayzey in Custody &c. of a plea of trespass on the Case for that whereas the said Richard Swayzey on the third day of October in the year of our Lord one thousand seven hundred and Eighty nine in the County aforesaid made his Certain note in writing commonly called a promisory note, with his proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered said note to the said Thomas Irwin by which said note the said Richard Swayzey promised to pay to the said Thomas Irwin or Order five hundred dollars in the month of January one thousand seven hundred and ninety one for value received in the negroe man by reason whereof the said Richard Swayzey became liable to pay to the said Thomas Irwin the said sum of money contained in said note according to the tenor and effect of said note and being so liable the said Richard Swayzey in Consideration thereof afterwards court on the day and year last mentioned at town in the County aforesaid undertook and then and there faithfully promised the said Thomas Irwin to pay him the said sum of money contained in said note according to the tenor and effect of said note. Nevertheless the said Richard Swayzey his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Thomas Irwin hath not yet paid, altho to pay the same the said Richard Swayzey by the said Thomas Irwin hath been oftimes required so to pay the same to him the said Richard Swayzey hath hitherto altogether refused and still doth refuse to pay the same to the said Thomas Irwin to his damage one thousand dollars, and thereupon he brings Suit &c. and the said Richard Swayzey by Williams Conner his Attorney Comes and defends the wrong and injury when &c. and says that he did not assume to pay the aforesaid sum of money in manner and form as by the Plaintiff in his Declaration alledged, and of this for trial he puts himself upon the Country. And the said Thomas Irwin in like Manner. Therefore let a Jury come thereupon before the Court here on the second day next after the first monday in February next ensuing, who are neither of Kin to the said Richard Swayzey nor to the said Thomas Irwin, to recognize on their Oaths the whole truth of the premises because as well the said Richard Swayzey as the said Thomas Irwin have put themselves upon the Country, afterwards towit at a Court of Common Pleas continued and holden for said County at the Court house thereof on Wednesday the Sixth day of May in the year last aforesaid this Cause was legally continued

Afterwards towit at a Court of Common Pleas Continued and holden for said County at the Court house thereof on Wednesday the fifth day of August in the year last aforesaid this Cause was legally Continued

Afterwards towit at a Court of Common Pleas continued and holden for said County at the Court house thereof on Wednesday the fourth day of November in the year last aforesaid this Cause was legally continued

Afterwards towit on the twenty sixth day of January in the year of Our Lord 1802. by virtue of a Statute of this Territory this Cause was transferred into the County Court for said County

And now at this Day towit the day and year first above Written Came as well the said Richard Swayzey as the said Thomas Irwin by their Attornies and thereupon Came a Jury towit William Beshon John Irwin

David Hallahan William Foster Benjamin Belk. Isaac Greenfield. Potter Shelley Christopher Lee John Wade. Neil McCaw. John Overaker. and Joseph Strickland who being duly elected tried and Sworn to speak the truth of the matter in this Controversy. upon their Oaths do say that the said Richard Scarzey did promise and undertake in manner and form as the afores said Thomas Irwin in his complaint against him. and also the damages of the said Thomas Irwin on occasion of the non performance of the afores said promise and undertaking to seven hundred and seventy three dollars and seventy four cents besides his Costs of Suit. It is therefore Considered that the said Thomas Irwin do recover against the said Richard Swayze the damages aforesaid by the said Jury in form aforesaid assessed and also seventeen dollars one and a half cents for his costs and charges by him about his suit in this behalf expended. which damages in the whole to seven hundred and ninety Dollars and seventy two and one half cents. and the said Richard Swayzey in mercy &c. From which Judgment the said Richard Scarzey by his Attorney aforesaid prays to appeal to the Superior Court of Law for the District of Adams. and having entered into bond with two securities in the penal sum of fifteen hundred and Eighty dollars. Conditioned that he the said Richard Swayzey do prosecute his Appeal with effect, and also do and perform the Judgment Sentence or decree that the said Superior Court shall make or pass therein. the appeal is allowed &c—

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and two this Cause was legally Continued—

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County According to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges for the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and two by whom and so forth to Recognize and so forth because as well and so forth the same day is given to the parties there and so forth— At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there held came as well the said Richard Scarzey as the said Thomas Irwin by their Attorneys aforesaid and the said Richard Swayzey relinquishes his said plea by him above pleaded and says that he cannot deny the Action of the said Thomas Irwin nor but that he the said Richard Swayze did undertake and promise in manner and form as the said Thomas Irwin hath above thereof Complained against him. nor but that the said Thomas Irwin hath Sustained damages on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned to be audited. (by Consent of the said Thomas Irwin and Richard Swayze) by John Grant James Moore and James Ferrall, their report to be returned into office on or before the first day of October next or Execution thereon. and if returned in force Execution forthwith for amount so reported. and if no balance shewed appear in Plaintiffs favor the Judgment to stand for costs. &c. &c. and so forth—

Lucy Wooten vs Joseph Johnston

Pleas before the Honorable Peter Bryan Bruin and David Ferris Esquires Judges &c and &c the Mississippi Territory &c a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the Year of our Lord One thousand Eight hundred and three

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of our Lord One thousand Eight hundred and two Lucy Wooten by Turner her Attorney brought into the Court aforesaid her bill against Joseph Johnston in Custody of the Sheriff of Adams County in the District of Adams and Territory aforesaid in a plea of Trespass Assault and Battery. And there are pledges of Prosecution towit John Doe and Richard Roe which said bill is in the following words towit Mississippi Territory Adams District Ss. Superior Court November Term 1802 Lucy Wooten Complains of Joseph Johnson, for that the said Joseph on the first day of September in the Year of Our Lord 1801. with force and Arms towit with Swords Clubs Staves &c upon her the said Lucy at the Cheeses on Bluffs on the Mississippi River toward at Natchez in the District aforesaid did make an Assault, and did then and there beat Wound and cruelly treat & imprison her so that her life was dispaired of. And her the said Lucy so imprisoned against the Will of the said Lucy without any reasonable Cause, and against the Laws and Customs of this Territory for a long time towit for the Space of three days kept and detained, And other wrongs to her then and there did against the peace and dignity of the said Territory and to the damage of said Lucy five hundred Dollars and therefore She Sues

And the said Joseph Johnston Comes and defends the wrong and injury when &c And for plea Saith that he is not Guilty of the Assault and Battery and imprisonment in manner and form as the said Lucy Wooten hath above in her declaration alledged And hereof for trial he puts himself upon the Country. And the said Lucy Wooten likewise &c

Afterwards it is Commanded that the Sheriff of Adams County and District of Adams and Territory aforesaid do Summon forty two good and lawful men of his County. And the Sheriff of Wilkins County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County. According to the direction of the Act of the General Assembly in such case made and provided. to be and Appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three by whom and so forth and so forth to recognize and so forth to prosecute as well and so forth the same day is given to the parties aforesaid there And so forth — At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held, Came as well the said Joseph Johnston as the said Lucy Wooten by their Attorneys and the Juror of which mention is above made being Called Elected of them Came to wit Isaac Alexander Charles Sargent James Griffin Abraham Martin John Burney Elijah Cushing Sylvester Starks Benjamin Collins John

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[illegible] Jacob Stamp Wilbanks Frattens and Reynolds
[illegible] the Grand Juriors Chosen tried and Sworn to
Speak the truth Concerning the matters Coming
to Their Charge upon their Oaths that the Said Joseph Johnston is guilty
of the Trespass Assault and battery and false imprisonment and in
Manner and form as the Said Lucy Fitten hath above Complained
against him, And they Assess the damages of the Said
Lucy Fitten on Account of the premises besides her Costs and
Charges by her about her Suit in that behalf expended to one
Cent. Whereupon it is Considered by the Court that the Said Lucy
Fitten do Recover Against the Said Joseph Johnston her Said
damages by the Jurors aforesaid in form aforesaid Assessed
[illegible] dollars and [illegible] Cents for her Said Costs and
Charges by her upon duly in and about the premises by
her Said in this behalf by the Said Court here to the
Same and the Said Joseph Johnston in Mercy &c. the Said
Fitten Letter Not Attorney &c. [illegible]

Petit Jury Empanelled and Sworn

Be it remembered that heretofore to wit at a Superior Court of
Law held at Natchez in and for the district of Adams on the
Third Monday in November in the year of Our Lord one thousand
Eight hundred and two Robert B Stubblefield by James Brooke
his Attorney brought into the Court aforesaid his Bill against
Lewis Evans in Custody of the Sheriff of Adams County in the
district of Adams in the Territory aforesaid of a plea of trespass
on the Case and there are pledges of prosecution to wit John
Doe and Richard Roe. which said Bill follows in these words
to wit Mississippi Territory Adams ss. Be it remembered that Robert
B. Stubblefield late of said County Adams Complains
of Lewis Evans in Custody &c. of a plea of Trespass on the Case for
that whereas the said Lewis Evans on the twenty Sixth day of
April in the Year of Our Lord one thousand Eight hundred and
One at the County of Adams aforesaid made his Certain note
in writing Commonly Called a Promissory note with his proper
hand thereto subscribed bearing date on the day and year last men-
tioned, And then and there delivered the said note to the said Robert
B Stubblefield by which said note the said Lewis Evans promised to
pay to the said Robert B Stubblefield two hundred and forty dol
lars in all the month of March Eighteen hundred and two. by rea
son whereof the said Lewis Evans became liable to pay to the said

Robert B Stubblefield the said Sum of Money Contained in said note According to the
tenor and effect of said Note, and being so liable the said Lewis Evans in Consideration
thereof afterwards to wit on the day and year last mentioned at the County aforesaid
undertook and then and there faithfully promised the said Robert B Stubblefield
to pay him the said Sum of money Contained in said note according to the tenor
and effect of said note. And whereas the said Lewis Evans his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid Sum of money or any part thereof to the aforesaid Robert B Stubblefield
hath not yet paid (altho to pay the same the said Lewis Evans hath been often
required) but to pay the same to the said Robert B Stubblefield the said Lewis
Evans hath hitherto Altogether refused and still doth refuse to pay the same
to the said Robert B Stubblefield to his damage four hundred dollars and
thereupon he brings suit &c. And the said Lewis Evans by Lyman Harris
his Attorney comes and defends the wrong and injury when &c. and says he
did not assume and promise in manner and form as the said Robert in
his declaration hath alleged and hereof for trial he puts himself upon
the Country. And the defendant doth the like &c

Afterwards to wit Commanded the Sheriff of Adams County in the
district of Adams said Territory aforesaid do Summon thirty two good and
lawful men of his County and the Sheriff of Wilkinson County in the District
of Adams and Territory aforesaid do Summon thirty two good and lawful
men of his County. According to the directions of the Act of the General
Assembly in Such case made and provided. to be and appear before the
Judges of the Territory aforesaid at a Superior Court of Law to be holden
at Natchez in and for the district of Adams on the third monday in
June in the year of Our Lord One thousand Eight hundred and
and So forth who neither &c So forth to recognez and so forth. because as well
and so forth. the same day is given to the parties aforesaid there and so forth

At which day before the Judges of the Territory aforesaid at the
Court aforesaid then and there held Came as well the said Robert B
Stubblefield as the said Lewis Evans by their Attorneys aforesaid. And
the Jurors of which mention is above made being Called all and
them Came to wit. Isaac Alexander Israel Lewis James Griffin John
Burney Elijah Lusking Sylvester Starks Benjamen Rollins Benj a
min Hitchens Samuel Timberlake David Laughman John Bohan
non and Charles McBride who being impannelled Chosen tried and Sworn
to Speak the truth Concerning the matter within Contained say upon
their Oaths that the said Lewis Evans did undertake and promise in
manner and form as the said Robert B. Stubblefield hath above thereof
Complained against him. and they Assess the damages of the said Robert
B Stubblefield on occasion of the premises besides his Costs and Charges
by him about his Suit in that behalf expended to two hundred and
fifty five dollars. Therefore it is Considered by the Court here that
the said Robert B Stubblefield do recover against the said Lewis Evans
his said damages by the Jurors aforesaid in form aforesaid Assessed
And also fourteen dollars and Seventy two Cents for his said Costs and Charges by him expended in and about prosecuting his Suit in this behalf. by
the said Court here now to the said Robert B Stubblefield with his Assent
adjudged. which said damages Costs and Charges Amounting in the whole
to two hundred and Sixty nine dollars and Seventy two Cents and the
said Lewis Evans in mercy And so forth

54.

William Barrow vs. Thomas Tyler and Patrick Connelly

Heard before the Honorable Peter Bryan Bruen & David Hitt Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three Be it remembered that heretofore to wit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the monday of October in the year of Our Lord One thousand Eight hundred and one. William Barrow by Abner L Duncan his Attorney came into Court and brought into the Same his bill against Thomas Tyler and Patrick Connelly then in the Custody of the Sheriff of Adams County in the Territory aforesaid of a plea of Debt. And thereupon a Capias issued to the Sheriff of Adams County aforesaid which said bill follows in these words to wit. Adams County Ss. Supreme Court of the Mississippi Territory October Term 1801. William Barrow Complains of Thomas Tyler and Patrick Connelly in Custody &c of a plea that they render to him four hundred and Six dollars which to him they owe and from him unjustly detain &c. For that whereas the said Thomas Tyler and Patrick Connelly on the 8 day of July in the year of Our Lord One thousand Eight hundred in the County of Adams and Territory aforesaid by their certain writing Obligatory Sealed with their Seals and to the Court here Now delivered date On the day and year aforesaid acknowledged themselves to be held and firmly bound to the said William Barrow in the Sum of four hundred and Six dollars to be paid to the said William Barrow when he should be thereunto required— Yet the said Thomas Tyler and Patrick Connelly (altho often required) have not yet paid the said four hundred and Six dollars to the said William Barrow but have hitherto altogether refused and still do refuse to pay the same to him to the damage of the said William Barrow dollars and therefore he brings Suit &c— And the said Thomas Tyler and Patrick Connelly by Wallace & Brodnax their Attornies come and defend the wrong and injury when &c. And Crave Oyer of the writing Obligatory in the said declaration mentioned—

Afterwards by Virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided this Cause was transfered into the Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord one thousand Eight hundred and two. which said Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand Eight hundred and two this Cause was legally Continued—

And now at this day Court the day and year first above written at a Superior Court of Law holden at Natchez in and for the district of Adams Came the said parties by their Attorneys

aforesaid And the said Thomas Tyler and Patrick Connelly by their said Attorney say that they cannot deny the Action of the said William Barrow nor but that the said writing Obligatory is the act and deed of them the said Thomas Tyler and Patrick Connelly Nor but that they owes to the said William Barrow the said Sum of four Hundred and Six dollars above demanded in manner and form as the said William Barrow hath above thereof Complained against them. Therefore it is considered that the said William Barrow do recover against the said Thomas Tyler and Patrick Connelly his said Debt and also forty Six dollars and Thirty Eight Cents for his damages which he hath sustained as well on occasion of their detaining said debt as for his Costs and Charges by him about his Suit in this behalf expended, by the said Court now here adjudged to the said William Barrow and with his assent. which said Debt and damages amounts in the whole to four hundred and fifty dollars and Thirty Eight Cents. And the said Thomas Tyler and Patrick Connelly in Mercy &c.—

Steady & Werninger vs Bryan Bruin & Moore

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esqrs Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the Year of Our Lord One thousand Eight Hundred and three.

Be it remembered that heretofore towit, at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the Year of our Lord One thousand Eight hundred and two, Steady and Augustus Werninger by Bradish their Attorney Come into the Court aforesaid their bill against Bryan Bruin and James Moore in Custody of the Sheriff of Adams County in the district of Adams and Territory aforesaid in a Plea of Debt. And there are pledges of prosecution towit John Doe and Richard Roe which said bill follows in these words towit Adams District ss. Superior Court of Law November Term 1802. Steady and Augustus Werninger Copartners in trade Complain of Bryan Bruin and James Moore in Custody &c. of a plea that they render to them the Sum of three hundred and forty five Dollars and fifty Cents which they owe to them and unjustly detain from them For that whereas the said Bryan Bruin and James Moore on the twenty Second Day of June in the Year of Our Lord One thousand Eight hundred and One, in the County aforesaid by their certain writing Obligatory Sealed with their Seals and now in Court to be seen bearing date the Day and Year aforesaid Acknowledged themselves to be held and firmly bound to the said Steady & Werninger in the said three hundred and forty five Dollars and fifty Cents to be paid to the said Steady and Werninger on or before the first day of April next following the date of the said Obligation. Yet the said Bruin and James Moore altho' of law required hath not paid the said three hundred and forty five dollars and fifty Cents to the said Steady and Werninger but hath hitherto altogether refused and still do refuse to pay the same to them the said Sum to the damage of

the said Steady and Wernager Seven hundred dollars and there also they bring Suit &c

And now at this day to wit the day and year first above written Came the Superior Court of Law held at Natchez in and for the District of Adams Came the said parties by their Attornies aforesaid and the said Bryan Bruin and James Moore defend the wrong and injury when &c And say that they cannot deny the action of the said Steady and Wernager nor but that the said writing Obligatory is the deed of them the said Bryan Bruin and James Moore nor but that they owe to the said Steady and Wernager the said sum of three hundred and forty five dollars and fifty Cents above demanded in manner and form as the said Steady & Wernager hath above thereof Complained against them. Therefore it is Considered that the said Steady and Wernager do recover against the said Bryan Bruin and James Moore their said Debt and also forty dollars and twenty three Cents for his damages which he hath Sustained as well on Occasion of the detaining of said debt as for his Costs and Charges by him About their Suit in this behalf expended by the said Court now here Adjudged to the said Steady and Wernager and with their assent which said debt and damages Amount in the whole to three hundred and Eighty five dollars and Seventy three Cents. and the said Bryan Bruin and James Moore &c Mercy &c Soforth &c

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James Green vs. Nicholas Richter.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand Eight hundred and two James Green by Stephen Bullock his Attorney brought into the Court aforesaid his bill against Nicholas Richter in Custody of the Sheriff of Adams County in the District of Adams and Territory aforesaid of a plea of Trespass Assault and Battery. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill followeth in these words to wit. Mississippi Territory Adams Superior Court ss. Adams County to wit James Green Complains of Nicholas Richter in Custody &c. of a plea of trespass and Assault for this that he the said Nicholas on the 30th day of September 1802 with force and Arms to wit with Swords staves &c in the County aforesaid at Natchez in the County aforesaid made an Assault upon him the said complainant and him wounded and ill treated so that his life was greatly despaired of and other Outrages of him then did to the great disturbance of the peace of the said Territory and to the damage of him the said James One thousand pounds and therefore he brings suit &c

And the said Nicholas Richter by Lyman Harding his Attorney Comes and defends the force and injury when &c and says he is not guilty in

manner and form as the said James Green in his declaration hath alledged And hereof for trial the said Nicholas Richter puts himself upon the Country, and the said James by his Attorney aforesaid doth the like— And the said Nicholas Richter for further plea According to the Statute in such case lately made and provided Saith that the said James Green ought not to have and maintain his said Action against him, because he saith that the said James Green after the said Tres Pass Assault and battery above Supposed to have been Committed on the twenty Seventh day of October in the year of our Lord one thousand Eight hundred and two at the County of Adams in the district of Adams aforesaid by his Release dated the same day and year which the said Nicholas Richter brought here into Court, released to the said Nicholas the Said James Green all Actions whatsoever of for or on Account of said Tres pass & Assault and battery and which said Release is in the following words towit, Natchez September the 30th 1802. To whom it may Concern Know by these Presents James Green that this day Settled and both Agreed and finally ended a dispute that happened between me and Nicholas Richter both of the Town afore mentioned. This is to let the Judges of the Court or Majestrate of Adams County aforesaid to Know that I do give him full clearance for the Consideration of twenty dollars to me in hand paid the receipts of hereby Acknowledged, and this is to let all men Know that all disputes is Settled and full Satisfaction made and Know more law in force between me and him unto this day in the year of our Lord 1802 and of American Independence the twenty Seventh October James Green Witness his mark— Test Edward M Bride Daniel Lyman. And this the said Nicholas is ready to verify, wherefore he prays Judgment if the said James Ought to have or maintain his Action thereof against him &c—

And the said James as to the said plea of the said Nicholas by him above pleaded in bar, Saith he the said James by reason of any thing therein alledged Ought not to be barred from having and maintaining his aforesaid Action thereof against the said Nicholas, because protesting that the said plea in manner and form as the same is pleaded and set forth and the matters therein Contained are not sufficient in Law to bar the said James from having or maintaining his aforesaid Action thereof against the said Nicholas, for Replication therein the said James Saith that before the said time in which the said writing obligatory in the said Plea mentioned was Sealed and delivered to him on the same day And year in which the said writing is above Supposed to have been Sealed and delivered by the said Nicholas at Natchez aforesaid fraudulently and deceitfully of his own proper wrong, imposed upon and Compelled and Caused him the said James to drink so great a quantity of Strong Spirituous Liquor, that by means thereof the said James became and was of unsound mind and memory and Knew not what he did and by the means aforesaid for the Cause aforesaid is and Continued of an unsound mind and memory and Knew not what he did, and by the means aforesaid for the Cause aforesaid was and Continued of an unsound mind and memory not knowing what he did for a long time afterwards to wit for the Space of Six Hours then next following And the said James further Saith that within the said Space of time and while he was of unsound mind and memory and for the Cause and by the means aforesaid knew not what he did he did then and there Seal and deliver the writing by the said Nicholas brought here into Court, and the said James Saith that the said writing is not his Deed, and this he is ready to verify, wherefore he prays Judgment and his damages by him Sustained on Occasion of the Assaulting and beating & wounding aforesaid to be adjudged to him &c. And further that the said Sum of money mentioned in the said Nicholas's release, which he of his own wrong, obtained from the said James hath never been paid to him the said James or any penny thereof: wherefore he prays Judgment

and his Damages by him Sustained &c. to be adjudged to him &c
And the said Nicholas Reyons doth Says that the said Replication of the said James is insufficient for him the said James to have and Maintain his Action thereof against him the said Nicholas. and that the said Nicholas at Natchez aforesaid fraudulently and deceitfully & his own proper wrong improved upon and Compelled said Court to Admit the said James to drink so great a quantity of spirituous Liquors that by means thereof the said James became Kindless of his mind and memory and hereof for true he puts himself upon the Country, and the said Nicholas &c
Afterwards to Wit at the Court aforesaid the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon Thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County, According to the directions of the Act of the Genral Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in June in the Year of Our Lord One thousand Eight hundred and three by whom and so forth who neither and so forth to recognize and so forth be cause as well and so forth. The same day is given to the parties aforesaid there and so forth at which Day before the Judges of the Territory aforesaid at the Court aforesaid there and there held Came as well the said James Green as the said Nicholas Richler by their Attorneys aforesaid and the Jurors of which mention is above made being called certain of them came to wit Isaac Alexander, Israel Lure, Charles Sergit, James Griffen, Abraham Morton, John Burney, Elijah Lusbank, Sylvester Staats, Benjamin Ritchens, John Bohannon, Benjamen Rollins, John Overaker who being impannelled chosen tried and Sworn to Speak the truth on the Matters within Contained, say upon their Oaths that the said Nicholas Richter is not Guilty of the Trespass Assault and battery in manner and form as the said James Green hath above Complained against him. Therefore it is Considered by the Court that the said James Green take nothing by his said bill and that for his false claim be in Mercy &c. And that the said Nicholas Richler do go thereof without day &c. And it is further Considered by the Court that the said Nicholas Richler do recover against the said James Green fourteen dollars and twenty five Cents for his Cost and Charges by him About his defence in this behalf by the said Court now here adjudged to the said Nicholas Richler and with his Assent. and that the said Nicholas Richler have Execution thereof &c —

John Hillsman by David Ferguson & Melling Woolley —

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires. Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three —

Be it remembered that heretofore to wit at a Superior Court of Law

hill at Natchez in and for the district of Adams on the third monday in November in the year of our Lord one thousand eight hundred and two John Hillsmanby David Ferr his Attorney brought into the Court aforesaid his bill against David Ferguson clerk in Custody of the Sheriff of Adams County in the district of Adams in the Territory aforesaid, of a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill followeth in these words to wit "Adams District Superior Court November Term 1802 John Hillsmanby David Ferr his Attorney. Complains of David Ferguson of a plea of trespass on the Case. For that whereas the said David Ferguson and Melling Woolley on the thirteenth day of April in the year of our Lord 1799. at Natchez in the district aforesaid. made their Certain note in writing Commonly Called a promissory note Subscribed with their proper hands bearing, bearing date the day and year aforesaid. and then and there delivered the Said note to the said John Hillsman. and thereby promised by the name of Ferguson and Woolley on all the month of March next ensuing the then date to pay to Mr. John Hillsman or Order one thousand One hundred and three dollars sixty five Cents for value received by the said David Ferguson and Melling Woolley, by reason whereof and by force of the Statute in that Case made and provided the said David Ferguson became liable to pay to the said John Hillsman the said Sum, and being so liable afterwards to wit on the day and year aforesaid at Natchez aforesaid promised to pay the said John the said Sum of money Contained in said note according to the tenor and effect of said note. Yet the said David Ferguson not regarding his promise aforesaid hath not paid the aforesaid Sum of money to the said John tho often by him requested so to do, to the damage of the said John two thousand dollars and thereupon he brings Suit &c

And the said David Ferguson by Lyman Harding his Attorney comes and defends the wrong and injury when &c. and Saith that he did not Assume and promise in manner and form as the said John Hillsman in his declaration hath alleged, and hereof for trial he puts himself upon the Country and the said John Hillsman doth the like &c

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written Came the said parties by their Attornies aforesaid, and the said David Ferguson defends the wrong and injury when &c. And relinquishing the plea by him above pleaded Says that he cannot deny the Action of him the said John Hillsman, nor but that he the said David Ferguson did undertake and promise in manner and form as the said John Hillsman hath above thereof complained against him, nor but that the said John Hillsman, hath sustained damages on occasion of the not performing the said promise and undertaking in the said declaration mentioned to three hundred and thirty four dollars and fifty six Cents as by the declaration is above supposed. And thereupon the said John Hillsman prays Judgment And his damages So confessed together with his Costs and charges by him about his suit in this behalf expended to be adjudged to him &c. Therefore it is considered by the Court that the said John Hillsman do recover against the said David Ferguson his damages aforesaid to nine hundred and thirty four dollars and fifty six Cents in form aforesaid Acknowledged, and also four teen dollars and Twenty five Cents for his said Costs and Charges by the said Court now here adjudged to the said John Hillsman and with his assent, which said damages Costs and Charges amounting the whole to nine hundred & forty nine dollars and thirty one cents & the said David in mercy &c

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Lepee of John H White vs Richard King

Pleas before the Honorable Felix Bryan Bruin and Dan Farr: Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the Year of our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Term of the Court of Common pleas holden in and for the County of Adams on the Second Day next after the first Monday in August in the Year of Our Lord One thousand and Eight hundred John Doe Lepee of John H White by Robert Hunt his Attorney brought into the Court of Common Pleas aforesaid his Bill against Richard Roe in Custody &c. of a plea of Trespass and Ejectment and there are pledges of prosecution to wit John Doe and Richard Roe which Said bill is in the following words to wit: United States Mississippi Territory. Adams County to wit John Doe complains of Richard Roe in Custody &c of a plea for that whereas John H White on the tenth day of April in the Year of Our Lord Seventeen hundred and ninety five at Adams County aforesaid had demised and to farm let unto the said John Doe one Messuage or Tenement Containing one hundred Acres of land Situate lying and being in the County aforesaid on the St Catharines Creek being bounded Northerly on three Sides on land belonging to William Vousden Esqr Easterly by Lands belonging to Ezekiel Devito Southerly by Lands of Capt Richard King and Westerly by the St Catharine Being that land Granted to and improved by Job Corey under the Spanish Government with its appurtenances to have and to hold the said Messuage and tenement with its appurtenances to the said John Doe and his Assigns on the tenth day of April in the year aforesaid unto the full end and Term of five years thence next ensuing and fully to be Complete and ended. By virtue of which said demise the said John Doe entered into the said Messuage and tenement with the Appurtenances and was thereof possessed, and the said John being so thereof possessed the said Richard King long on the Eleventh day of April in the year aforesaid with force and Arms &c. entered into the said Messuage and tenement with the Appurtenances which the said John H White had demised to the said John Doe in form aforesaid for the Term aforesaid which is not yet expired and ejected the said John Doe from his said Messuage and Tenement and farm aforesaid. and him having so ejected kept out and still keeps out with force Arms & other wrongs and injuries to him then and there did to the great damage of him the said John Doe and against the peace of the Territory and of the United States. Whereupon the said John Saith he is injured and hath damage to the Value of three thousand Dollars and thereupon he brings Suit &c. And the said Richard King by Lyman Harding his Attorney comes and defends the force and injury when &c and Says he is not guilty in manner and form

as the Plaintiff in his declaration hath alledged, and hereof for trial he puts himself upon the Country, and the Plaintiff doth the like —

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such case made and provided, this Cause was transfered into the Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the Year of our Lord one thousand Eight hundred and two which Cause was legally continued —

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of our Lord one thousand Eight hundred and two this Cause was legally continued —

Afterwards to wit Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the Year of our Lord One thousand Eight hundred and three. by whom and so forth. who neither and so forth to recognize and so forth because as well and so forth. the same day is given to the parties in said there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held. came as well the said John H. White as the said Richard King by their Attorneys aforesaid. and the Juries of which mention is above made being called Certain of them came to wit George Overaker. Isaac Alexander. Israel Lure. James Griffin. Abraham Morton John Burney. Elijah Cushing Patrick Connelley. David Johnston Neel McKown Christopher Miller and David Laughman who being empannelled Chosen tried and Sworn the truth to Speak upon the matters within Contained Say upon their Oaths. that the said Richard King is not Guilty of the Trespass and Ejectment within laid to his Charge in manner and form as the said John H. White hath within Complained against him. Therefore it is considered by the Court that the said John H. White take nothing by his said bill but that for his false Clamour &c and that the said Richard King thereupon go without day. And it is further considered by the Court that the said Richard King do recover against the said John H. White ninety three dollars and fourteen Cents for his Costs and Charges by him laid out about his defence in this behalf by the said Court now here adjudged to the said Richard King and with his assent. According to the form of the Statute in such case made and provided. And that the said Richard King have Execution thereof &c —

Read and Ford by William B. Smith

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges &c And Over the Territory of a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Superior Court of Law

held at Natchez in and for the district of Adams on the third
day in June in the Year of Our Lord One thousand Eight hundred and
two. John Reed and Standish Ford by Lyman Harding their Attorney
brought into the Court afores aid their Bill against William Benja
min Smith in Custody of the Sheriff of Adams County in the district
of Adams and Territory afores aid of a plea of trespass on the Case
and there are pledges of prosecution to wit John Doe and Richard
Roe. which said Bill follows in these words to wit: District of
Adams ss. Superior Court of Law June Term 1802. John Reed and
Standish Ford Complain of William Benjamin Smith in
Custody &c of a plea of trespass on the Case. For that whereas
at the time of making the promises and undertakings hereinafter mentioned and before and afterwards the said John Reed
and Standish Ford were partners in trade to wit in the district
of Adams afores aid, and whereas the said William Benjamin Smith on the fifteenth day of March in the Year
of Our Lord one thousand seven Hundred and ninety two at
Natchez in the district of Adams afores aid made his cer
tain Note in writing Commonly called a promissory note
with his proper hand thereto Subscribed bearing date on
the day and year last mentioned and then and there delivered
said Note to the said John Reed and Standish Ford, by which
said Note the said William Benjamin Smith promised
to pay the said John Reed and Standish Ford by the
names of Messrs Reed and Ford or Order on Demand the sum
of one hundred and twenty nine dollars six and one half
Royals / equal in Value to One hundred and twenty nine dollars
and Eighty one Cents with Interest from the first day of
January then last past until paid for Value received by
the said William Benjamin Smith. by reason whereof the
said William Benjamin Smith became liable to pay to
the said John Reed and Standish Ford the said sum of money
Contained in said Note, according to the tenor and effect of
said Note, and being so liable the said William Benjamin Smith
in Consideration thereof afterwards to wit on the day and Year last
mentioned at the district afores aid took upon himself and then and
there faithfully promised the said John Reed and Standish Ford to pay
them the said sum of money Contained in said note according to
the tenor and effect of said note. And whereas the said William
Benjamin Smith afterwards to wit on the twenty first day of April
in the Year of our Lord one thousand seven hundred and ninety
four at Natchez afores aid in the district afores aid made his
certain other note in writing Commonly called a promissory note
with his proper hand thereto Subscribed. bearing date on the
day and year last mentioned, and then and there delivered
the said last mentioned note to the said John Reed and Standish
Ford, by which said last mentioned note the said William
Benjamin Smith promised to pay to the said John Reed and
Standish Ford by the names of Messrs Reed and Ford or Order
on demand the sum of two hundred and forty seven dollars two
bits / equal in Value to Two hundred and forty seven dollars
and twenty five Cents / with interest from the first day of

January thirteen pounds unto paid for value received by the said William Benjamin Smith, by reason whereof the said William Benjamin Smith became liable to pay the said Sum of money contained in said note last mentioned to the said John Reed and Standish Ford, according to the tenor and effect thereof, and being so liable the said William B Smith in Consideration thereof afterwards to wit on the day and year last mentioned at the district of Adams aforesaid, took upon himself and then and there faithfully promised the said John Reed and Standish Ford to pay them the said Sum of money contained in said last mentioned note, according to the tenor and effect thereof. Nevertheless the said William Benjamin Smith his several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several Sums of money or any part thereof to the aforesaid John Reed and Standish Ford or to either of them hath not yet paid attho to pay the same the said William Benjamin Smith by the said John Reed and Standish Ford hath been often required but to pay the same to them or to either of them the said William Benjamin Smith hath hitherto altogether refused and still doth refuse to pay the same to them or to either of them to their damage Six hundred dollars and thereupon they bring Suit &c.—

And the said William Benjamin Smith by James Wallace his Attorney comes and defends the wrong and injury when &c. And says that he did not promise and undertake in manner and form as the said John Reed and Standish Ford have above declared against him, and of this he puts himself upon the Country and the said John Reed and Standish Ford doth the like &c—

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the Year of our Lord one thousand eight hundred and two this Cause was legally Continued—

Afterwards to wit a Commission issued from the Governor of the Territory aforesaid directed to the Sheriff of Adams County in the district of Adams and Territory aforesaid to Summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County of the district of Adams and Territory aforesaid to Summon two good and lawful men of his County according to the directions of the act of the General Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thousand eight hundred and three to whom and so forth, who neither and so forth to recognize and so forth, because as well and so forth the same day in given to the parties aforesaid there and so forth— At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there held, came as well the said John Reed and Standish Ford as the said William Benjamin Smith by their Attorneys aforesaid and the Jurors of which mention is above made being called & of them came twelve, George Overaker, Isaac Alexander, Isaac Lyre, Charles Sargent, James Griffin, Abraham Martin, John Barnes, Elijah Cushing, Sylvester Stanton, Benjamin Rollins, Christopher Mosher and Abram Taylor who being impannelled chosen tried and Sworn to speak the truth on the matters within contained Say upon their oath that the said William Benjamin Smith did undertake and promise in

the necessary costs and charges of the said Suit and Attorney fee and shall also pay unto the said John Reed and Alexander Reed or their Attorneys the said John Reed and Alexander Reed or Successors of the Plaintiffs Costs and Charges by them expended in and about the prosecution of the said Writ to be taxed by the Prothonotary of this Court and that the said William Berryman shall have his Recognizance with Security for the Prosecution of his Appeal discharged and the Recognizance entered into by the said John Reed and Alexander Reed for the Prosecution of the said Writ of Error to be void and of no effect

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John Warner Armstrong & Frederick Lenbon

Pleas before the Honorable Peter Bryan Duncan and David Fleming Esquires Judges &c and over the Mayoralty Jurisdiction & Superintendance of Lancaster &c Held at the Court House in and for the City of Lancaster on the Third Monday the Nineteenth day of January in the Year of Our Lord One Thousand Seven Hundred and Eighty Three

Be it remembered that heretofore to wit at a Term of the Intermediate Court holden at Lancaster in and for the Territory aforesaid on the Tenth day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty Two John Warner Armstrong by Seaman Hourdeng his Attorney brought into the Supreme Court then and for the Territory aforesaid his Bill against Frederick Lenbon late of Cumberland County Yeoman in the Custody of the Sheriff of Adams County in the Territory aforesaid of a Plea that he the said Frederick Lenbon render to the said John Warner Armstrong a reasonable Account and pay unto him the Balance of the said John Warner Armstrong and Receiver of his Money &c And thereupon came Bailes of the above named John Doe and Richard Roe into the Office of the Prothonotary of the Court of Common Pleas of the County of Lancaster & Supreme Court Intermediate Court Esq. to wit Jonathan Hubbard John Warner Armstrong Complainant of Frederick Lenbon in Custody of the Sheriff &c of a Plea that he render to him a reasonable Account and pay the Balance on such Bail of the said John Warner Armstrong and Receiver of his Money &c And whereas the said Frederick Lenbon from the fourth day of February in the Year of our Lord One Thousand Seven Hundred and Ninety seven to the first day of September in the Year of Our Lord One Thousand Seven Hundred and Eighty Two at the County of Adams aforesaid was Bailiff of the said John Warner Armstrong and during all the time aforesaid had the Care &

and dispersal of divers Goods and Merchandizes of the said John Warner Armstrong Count of twenty four falas ring bowels fifteen grop of Shoe buttons, three dozen of Silver cases twenty one pair of Spices, one hundred And four grops and three dozen of buttons, three dozen and three dozen Watches, one dozen Watch chains, twenty two tooth picks and Cases four plated Candlesticks, twelve pair of Sugar tongs, one dozen penknives eight dressing Cases, one dozen and seven pair of Snuffers, three dozen and ten tooth brushes, two pocket brushes, one dozen and four back brushes, nine dozen and eight pencils, sixteen pair of Spectacles, seven dozen of finger rings, three dozen hat buckles, one dozen garters, three buckles, six hundred needles, two Reams of paper five nutmeg graters twenty eight pen knives, five Cribbage boards, three pocket looking glasses one Watch Stand, three powder horns, six dozen and seven spoons seventeen Lady's collars, eight dozen tobacco and Snuff boxes seven cutlasses, thirteen dozen and four Canisters, nine pieces of flannels, two pieces of blankets one piece of Cassimere, two bed Carpets, one pair of pantaloons, eighteen dozen and three keys and locks, three hundred and fifty grops of Cork, twenty hogshead of Ale, seven casks of porter, fifty pocket books, two hogshead and two Crates of earthen ware four thousand weight of cheese, twenty Cases of pickles ten Cases of fruit, two pieces of baize, six hundred and seventy muslin handkerchiefs, thirty two dozen and nine Bookhandkerchiefs two hundred and eighty two plain Jaconet handkerchiefs, one hundred and twenty eight dozen of handkerchiefs seven dozen and half a dozen of Madras Handkerchiefs, seven pieces of mode, fifteen pieces of cloth and ten pieces of Cassimere, six pieces of florentine, three pieces of dimmity, two pieces of black Silks, one hundred and seventy one pieces of Callicoes, twenty pair of looking glasses, two hundred eighty seven Cotton and Check Shirts, twenty five dozen and nine whips, twelve dozen whipthongs Ten umbrellas, twenty casks of ale and porter two pipes and two barrels of apple brandy, two pipes of Gin, twenty boxes of pipes, six Cases of hats and Trimmings eighty four boxes of Soap one Clock And Stand, one dozen nut crakers, two Copying machines, eleven dozen Knives and forks, three thousand touch Knives, fifty two Reams of paper, three pair of backgammon tables & dice, twenty three pounds of Gumarabic, fifty pieces of Libby, one hundred and twelve pieces of Nankeen purple blue and buff coloured, seven teen pieces of printed Muslin, twenty five pieces of Striped muslins, thirty three Yards of hempen Russia, one box of Garden Seed, seven Iron Chests one Hundred and twenty three waistcoats two hundred pair of Slippers tooth buckles and Rose, three hundred pair of Shoes, fifteen portable desks, ten Side boards, two sets dining tables, two pair of Card tables six writing tables, four Secretaries, one breakfast table, six tables one Book case, six night Closets, two thousand nine hundred bushels of Salt, twelve Chests of tea two big chests, one Safety, two hundred and forty four whole pieces of Stone ware, and one thousand pieces of stone ware two glass chandaliers, thirty three hundred weight of Sheet Iron six Copper pans, two Copper Kettles twenty pieces of nankeen forty seven huff Waistcoats, thirty eight pewter pots, two Casks of pewter dishes and basons, twenty seven milk pots, twelve Cruets, twenty five boxes of window glass, sixty Kegs of vinegar, ten liquor Cases twelve dozen

hand Cross Saw, one hundred and two brass pans, one Set of Books, ninety two Bales of bottles, thirty pounds of Sealing wax three Organs Keyhole flutes, two hundred and seventy two pieces of Iron Ware, pots Skillets Kettles Shovels and ladles six Sets of blinds Six dozen Green Lenny Seventy five pieces of Ticken Stripes, two boxes of china and porcelaine Ware one Cask of black Jacks, two boxes of Cut glass ware two Cases Cut glass ware Enamelled ware two boxes of plated ware one box of thread and twist one trunk of Jewellery one trunk of Jewellery and buckles Watch Chains pocket Books Case of hard Ware two boxes of paper and paper hanging ten Hogsheads of port Wine, one Case of pocket Books & Cases one Gold quilt Watch two Gold Watches One Case Gold Seals & Keys four Cards Gold Keys Seals and brunkets one Card of Silver pencil Cases, Cork Screws, Scissars and brunkets one Card of quilt Rings twenty six bridle bitts and Curbs, twelve pair of plated Stirrups four Cards of Silver plated Saddle mals four Cards of bridle furniture four pair of Spurs three Ladies elegant Saddles three Ladies elegant bridles, one Card of watch brunkets three Cards of elegant gilt Chains, two Cards of Gold Silver and Mettal mounted Knee buckles Six Cards of elegant Ear drops four dozen of elegant ear drops fourteen Cards of Gilt watch Chains and Keys one Card of Silver pencil Cases with pencils Eight Cards of Ladies neck Chains one card of mens Watch Chains twenty Seven brace of pistols thirteen boxes of China Earthen and glass wares ten thousand pounds of Copperas five thousand pounds of allum, five hundred pounds of Mustard thirty Cases of Capers five hundred bottels of Ketchup, four thousand pounds of pepper forty boxes of wafers fifty two boxes of Raisans twenty hundred pounds of Cheese six boxes of tea four pipes of brandy three pipes of Geneva fourteen boxes of linnen drapery haberdashery and Millinery eleven barrels of drugs and medicines Six Casks of drugs and Medicins, one Keg of drugs and medicins one package of drugs and medicines and one basket two Jugs and three Cases of drugs and medicines, one Saddle five thousand and eight hundred nails for Segar Cases three thousand bunches of Garlick fifty Barrels of Rice and ten Barrels of Onions to the Value of Sixty thousand dollars to sett at the County aforesaid to Mr Christie and make profit thereof for the said John Warner Armstrong and the said Frederick Lurbon court three fourth parts thereof for the said John Warner Armstrong and one fourth part thereof for the said Frederick Lurbon and a reasonable Account thereof to the said John Warner Armstrong to render when he should be thereunto required and Reciver of the money of the said John Warner Armstrong for the whole done aforesaid and for the same time and Reason of the misses of the said John Warner Armstrong at the County aforesaid by the Court of Samuel Ralph Moore thirty thousand dollars, and store by the said

of St Maria and Seven hundred dollars to recover Damages
Account thereof to the said John Warner Armstrong then he showed &c
thereunto required. Now Whereupon the said Frederick Turbon saith often required
that Reasonable Account to the said John Warner Armstrong hath not
Accounted, but that Account to the said John Warner Armstrong hitherto
hath refused and still doth refuse to render, whereby the said John Warner
Armstrong says he is prejudiced and hath damage to the value of fifteen
thousand dollars, and thereupon he brings Suit &c

And the said Frederick Turbon by Abner Lawrence and James Campbell
his Attorneys comes and defends the wrong and injury when and where &c and
says that he never was Bailiff and Receiver of the said John Warner Armstrong
in manner and form as the said John has in the further declaration Complained
against him, and of this for trial puts himself upon his Country, and for further
plea saith that he hath fully Accounted for all matters charged in said declara-
tion, and of this he also puts himself upon the Country, and the said John Warner
Armstrong &c Rejoins &c

Afterwards to wit by virtue of a Statute of the General Assembly in such
Case made and provided this Cause was transmitted into the Superior Court
of Law held at Natchez in and for the District of Adams on the third Mon-
day in June in the year of Our Lord One thousand Eight hundred and
two, which said Cause was then & there legally continued &c

Afterwards to wit at a Superior Court of Law held at Natchez in and
for the District of Adams on the third monday in November in the year of
Our Lord One thousand Eight hundred and two this Cause was legally Con-
tinued &c Afterwards to wit Order'd by the Court aforesaid by and with the Con-
sent of the Plaintiff and Defendant their Counsel and Attorneys that all matters
in difference between the said parties be referred to the Award, order Arbitrament
final and and determination of Samuel Postlethwait William Dell Comick
and James Ferrall whose Award in the premises aforesaid to be returned into
the Court aforesaid and be made the Judgment of the same and so forth &c

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the District of Adams on the third monday in June in the year of our Lord
One thousand Eight hundred and three, the Arbitrators aforesaid returned
their Award into the Court aforesaid which said Award follows in these words
to wit "John Armstrong vs Fredrick Turbon Action of Account in the
Superior Court for Adams District Having heard the parties fully as to
matters in difference between them in said Court referred to us as Arbitra-
tors we find that the Defendant is in Arrear to the Plaintiff in said Cause
in the sum of Six thousand Seven hundred Sixty two dollars and Seventy
Cents for which Sum he hath not Accounted, and do Award that the
Defendant pay the Plaintiff the said Sum of Six thousand Seven hun-
dred and Sixty two dollars and Seventy Cents and Costs of Suit in
this Cause &c Therefore it is Considered by the Court by and with the Assent of
the said parties and their Attorneys aforesaid that the said John Warner
Armstrong do recover against the said Fredrick Turbon besides his Costs
and Charges by him About his Suit in this behalf expended the said Sum of
Six thousand Seven hundred and Sixty two dollars and Seventy Cents in
form aforesaid by the Arbitrators aforesaid Awarded, And also fifty two
dollars and Eight Cents for his said Costs and Charges by him expended
in and about the prosecuting his said Suit in this behalf by the said Court now here to
the said John Warner Armstrong with his Assent adjudged which said Costs and
Charges amounts in the whole to Six thousand Eight hundred fifteen dollars and Sixty
Eight Cents. And that the said Plaintiff have Execution thereof and so forth &

Rebecca McCabe Vs Nathaniel Tomlinson

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires. Judges in And Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in July in the Year of Our Lord One thousand Eight hundred and three.—

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord. One thousand Eight hundred and two. Nathaniel Tomlinson By vertue of a Statute of the General Assembly of the Territory Aforesaid in Such Case made and provided brought into the Court aforesaid a certified Transcript of the Records and Proceedings in a certain Judgment wherein Rebecca McCabe is Plaintiff and the said Nathaniel Tomlinson Defendant in the County County Court of Adams County. From which said Judgment the said Nathaniel Tomlinson prays An Appeal to the Superior Court of Law holden at Natchez in and for the district of Adams then next &c which Appeal was granted. And which said Transcript follows in these words towit— Mississippi Territory Adams County ss. Pleas before Samuel Brooks and Others Esquires Associates Justices of the County Court for the County of Adams at the Court house thereof in the Town of Natchez on Saturday the 9th day of October in the Year of Our Lord One thousand Eight hundred and two. and in the twenty Seventh Year of American Independence Be it Remembers that heretofore to wit at a Court of Common pleas continued and holden for the County of Adams at the Court house thereof in the Town of Natchez on the fifth day of August one thousand Eight hundred And One. Rebecca McCabe by Isaac E Trask her attorney came into said Court and brought into the same her bill against Nathaniel Tomlinson of a plea of trespass on the Case, which said bill hath for pledges for prosecution John Doe and Richard Roe and is in the following words towit: Court of Common pleas August Term 1801. Adams Rebeca McCabe Complains of Nathaniel Tomlinson in Custody &c for that whereas the said Rebecca on the Second day of May in the Year of Our Lord Eighteen hundred And One at Natchez in the County of Adams aforesaid was possessed of the goods Chattels and books following towit Atkyns Reports in three volumes of the value of fifteen dollars. Peer Williams Reports in three Volumes of the Value of fifteen dollars. Morgans Vade Mecum of the value of twelve dollars. Dyers Reports in three Volumes of the Value of fifteen dollars Browns Reports three volumes of the value of fifteen dollars. Vesys Reports in two Volumes of the Value of twelve dollars. Sherridans Dictionary in two Volumes of the Value of fifteen dollars Blairs Lectures in three Volumes of the Value of twelve dollars. Bacons Abridgement in five Volumes of the Value of forty dollars. Blackstones Commentaries in four Volumes of the Value of twelve dollars. The Rights of things two Volumes of the Value of ten dollars Vernons Chancery Reports two Volumes of the Value of twelve Dollars

Powell on Contracts of the Value of five dollars. Hinds practice of the Value of four dollars
Natural and Political Law in one Volume of the Value of five dollars. Impeys practice
in two Volumes of the Value of twelve dollars. Hawkins Pleas of the Crown in two Volume
of the Value of fifteen dollars. Comyns Digest in Six Volumes of the Value of forty dollars
Peters on Equity of the Value of Two dollars. Barnes Notes of the Value of two dollars
Equity Cases in three Volumes of the Value of two two dollars. Digest of Cases at Nisi
Prius in two Volumes of the Value of twelve dollars. Law of Evidence of the Value
of Eight dollars. Introduction to trials at Nisi prius, One Volume of the Value of
four dollars. Nisi Vade Mecum One Volume of the Value of One dollar. Greens Gramma
tices of the Value of Two dollars. Rudiments of the Latten Language of the value
of One dollar. New Law Dictionary of the Value of twenty dollars. Justices Instruc
tions in One Volume of the Value of Two dollars. Coke on Littleton of the Value
of Twenty dollars. Acts of the first Congress of the United States one Volume of
the Value of two dollars. Institution of the State of the Value of two dollars. Laws
of the Territory of the Value of One dollar. Introduction to the Laws of England
in One Volume of the Value of two dollars. Grounds Rudiments in one Volume
of the Value of Two dollars. all of the Value of three hundred and Sixty nine
dollars as of her own proper Goods and chattels, and being so possessed the said
Rebecca afterwards towit On the twenty ninth day of July in the year aforesaid
at Natchez aforesaid in the County aforesaid, took the said Goods Chattels and
Books out of her hands and possession. which said Books Goods and Chattels
being so lost Afterwards towit on the day and year aforesaid at the County afore
said came to the hands and possession of the said Nathaniel Tomlinson by finding. Yet the said Nathaniel knowing the said Goods and Chattels
& Books to be the proper Goods and Chattels of the said Rebecca and ought
to belong and appertain to the said Rebecca yet contriving and fraudulent
ly intending craftily and subtilly to deceive and defraud the said Rebecca
in this behalf / altho often requested hath not delivered the said Book Goods
and Chattels to the said Rebecca but afterwards towit on the day and year
last said in the County aforesaid converted and disposed of the said Books
Goods and Chattels to his own use to the damage of the said Rebecca four
hundred dollars, and therefore She brings this Suit. And the said Nathan
iel Tomlinson by his Attorney cometh and defendeth the force and injury
when &c And Saith he is not guilty of the Trover and Conversion aforesaid
in manner and form as the said Rebecca McCabe in her said declaration
hath complained against him and of this he puts himself upon the Country
and the Plaintiff by her Attorney doth the like. Therefore let a Jury come here &c
And afterwards towit on the twenty Sixth day of January one thousand
Eight hundred and two (unto which time this Cause was legally Continued)
In Virtue of a Statute of this Territory, this Cause was transfered to the
County Court of said County. And afterwards towit at a County Court
held for the County aforesaid on monday the Seventh day of June in
the year last mentioned, this Cause was Continued until the next Term.
And now at this day towit the day and year first above mentioned Came
the Parties by their Attorneys, And thereupon Came a Jury towit Robert Throg
morton Ezekiel Dent, John King, Andrew Walker, George Nelson, Moses Mon
Daniel Whittaker Jeramiah Routh John Eldridge, Elisha Eldridge Reuben
Gibson and Abraham Taylor who being elected tried and Sworn well
and truly to try the issue Joined Returned the following Verdict towit
"We of the Jury find that the Defendant is Guilty in manner and form
as the Plaintiff against him hath alleged. And assess the Plaintiffs
damages to one hundred and forty five dollars and fifty Cents and
Costs of Suit. Therefore it is considered by the Court that the Plaintiff
recover against the said Defendant his damages aforesaid in manner
and form by the Jurors in their verdict aforesaid assessed. And also
for her Costs by her about her Suit in this behalf expended. And the

said Defendant in Mercy &c. From which Judgment the said Nathaniel Tomlinson by his Attorney prayeth for an Appeal to the next Superior Court of Law for this District of Adams. which is Granted, upon entering into Bond with Henry Turner and Patrick Connelly. Condition & According to Law

Afterward it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good Lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and Lawful men of his County According to the directions of the Act of the General Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third Monday in June in the Year of Our Lord One thousand Eight hundred and three by whom and so forth. who nother and so forth because as well and so forth. The Same day is given to the parties aforesaid there and so forth — At which day before the Judges of the Territory aforesaid. at the Court aforesaid then and there held Came as well the said Rebecca McCabe as the said Nathaniel Tomlinson by their Attorneys aforesaid, and the Jurors of which Venire de above Cast made being called Certain of them Came to wit George Overaker, Israel Linn, Isaac Vanderlin, Charles Swart, James Griffin, Abraham Martin, John Burns, Elijah Cushing, Sylvester Platts, Benjamin Rollins, John Bannon, and Jacob Sturms. who being empanelled Sworn tried and Sworn to Speak the truth. Concerning the matters within Contained Say upon their Oaths that the said Nathaniel Tomlinson is Guilty of the Tort and Conversion in Manner and form as the said Rebecca McCabe hath above Complained Against him. And they Assess the damages of the said Rebecca McCabe on Occasion of the premises besides her Costs and Charges by her about her Suit in this behalf expended to One hundred and fifty five dollars and fifty Cents. Therefore it is Considered by the Court here that the said Rebecca McCabe do Recover against the said Nathaniel Tomlinson her said damages by the Jurors aforesaid in form aforesaid Assessed, and also twenty Eight dollars and forty three Cents for her said Costs and Charges by her expended in prosecuting her Suit in this behalf by the said Court now here Adjudged to the said Rebecca McCabe with her assent. Which said damages Costs and Charges Amount in the whole to One hundred and Seventy three dollars and ninety three Cents. And the said Nathaniel Tomlinson in Mercy &c

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Windsor Poplis vs John Bullon —

Heard before the Honorable Peter Bryan Bruin and David Hunt Esquires. Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the Year of Our Lord One thousand Eight hundred and three —

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of our Lord one thousand Eight hundred and two (By virtue of a Statute of the Territory aforesaid in such case made and provided) John Bullen by his Attorney brought into the Court aforesaid, a Transcript of the Record and Proceedings of the County Court of Adams County in a certain Judgment wherein Theodosius Pipes is Plaintiff and the said John Bullen Defendant. From which said Judgment the said John Bullen prayed and obtained an Appeal to the Court aforesaid. Which said Transcript is in the following words towit Mississippi Territory Adams County ss. Pleas before Samuel Brooks and others his Associates Esquires Justices of the County Court of Adams at the Court house thereof in the Town of Natchez on Monday the Eleventh day of October in the year of Our Lord one thousand Eight hundred and two and in the twenty seventh year of the American Independence.

Be it remembered that heretofore towit at Rules held in the Probate Courts Office of the Court of Common Pleas for the County aforesaid in the month of December in the year One thousand Eight hundred and one Windsor Pipes by Lyman Harding his Attorney came into said Court and brought into the same his bill against John Bullen in Custody &c of a plea of trespass on the Case, which said bill hath for pledges of prosecution John Doe and Richard Roe and is in these words towit County of Adams ss. Court of Common Pleas November Term 1801. Windsor Pipes complains of John Bullen in Custody &c of a plea of trespass on the Case. For that whereas the said John Bullen on the nineteenth day of November in the year of Our Lord one thousand Seven hundred and ninety seven at the then District of Natchez towit at the County of Adams aforesaid was indebted to the said Windsor Pipes in the sum of one hundred and nine dollars and four Reals Vellon equal in Value to One hundred and nine dollars and fifty cents by a certain Judgment of his Excellency the Governor Court at the Town of Natchez, at the then District of Natchez, and then within the Jurisdiction and dominion of his Catholic Majesty the King of Spain holden before Don Manuel Gayoso De Lemos, then Governor of said District before that time towit on the said nineteenth day of November in the Year last aforesaid adjudged and awarded to be paid by the said John Bullen to the said Windsor Pipes, and proceeded in the said Court for the aforesaid sum, which said Judgment is in full force unreversed and unsatisfied. And being so indebted the said John Bullen in consideration thereof afterwards towit on the day and year last mentioned at the District aforesaid towit at the County aforesaid, took upon himself and then and there faithfully promised the said Windsor Pipes to pay him the said sum of money, according to the tenor and effect of said Judgment And whereas the said John Bullen afterwards towit, on the day and year last mentioned at the County aforesaid, Accounted with the said Windsor Pipes of and concerning divers sums of money from the said John Bullen to the said Windsor Pipes before that time due owing and then and there in Arrear and unpaid, and upon that Account the said John Bullen was then and there found in Arrear to the said Windsor Pipes in one hundred and nine dollars and fifty cents. And being so found in Arrear the said John Bullen in consideration thereof Afterwards towit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said Windsor Pipes to pay him the said one hundred and nine dollars and fifty cents last mentioned when he the said John Bullen should be thereto afterwards required. Nevertheless the said John Bullen his several promises and undertakings aforesaid in form aforesaid not minding nor regarding the aforesaid several sums of money or any part thereof to

to the said Mendror Pipes hath not yet paid, altho often requested to pay the same, but to pay the same to him the said John Bullon hath hitherto altogether refused, and doth refuse to pay the same to the said Monroe Pipes to his damage two hundred dollars and thereupon he brings suit &c. Whereupon a Rule was entered for the Defendant to plead— Afterwards towit on the twenty Eighth day of January one thousand Eight hundred and two, in virtue of a Statute of the Territory this cause was transfered to the County Court of said County—

At which rules held in the month of June one thousand Eight hundred and two at the Court aforesaid, came the said parties by their Attorneys, and the Defendant says nothing in bar or preclusion of the said Action of the said Monroe but in his default, by which the said Monroe remains therein undefended against the said John, for which the said Monroe ought to recover against the said John what damages he hath by reason of the said Johns non performance of his several promises and undertakings in the declaration mentioned, but because it is not known to the Court what damages the Plaintiff hath sustained by occasion thereof the said is Ordered to be enquired of and apertained by a Jury at the next Court— And now at this day towit the day and year first above written came the Parties by their Attornies, and thereupon also came a Jury towit John Ferguson, John Shackler Ezekiel Swarts Israel Lee, John King Osborne Moore, Daniel Walker Reuben Gibson Abram Taylor, George Killiany Robert Throgmorton, and Montford Calvit who being elected tried and Sworn well and truly to enquire of damages in this Suit returned the following verdict towit "We of the Jury find for the Plaintiff one cent in damages and Costs of Suit, Therefore it is considered by the court that the Plaintiff recover against the Defendant his damages aforesaid in manner and form aforesaid by the Jurors in their verdict aspired and also his costs and Charges by him about his Suit in this behalf expended and the Defendant in Mercy &c. From which Judgment the Plaintiff prayed an Appeal to the next Superior Court of Law to be holden for the District of Adams on the third monday in November next which is granted upon entering into Bond with two Securities in the penalty of fifty dollars Conditioned According to Law—

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County and the Sheriff of Wilkins a County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County According to the directions of the act of the General Assembly in Such Case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law holden at Natchez in and for the district of Adams on the third Monday of June in the year of Our Lord one thousand Eight hundred and three, by whom and so forth, who neither and so forth, to recognize and so forth because as well and so forth. The same time is given to the parties aforesaid there and so forth

to which day before the Judges of the Territory aforesaid, at the Court aforesaid there
their head Came as well the said Mirror Pipes as the said John Bullen by their
Attorneys aforesaid, and the Juror of which mention is above last made being
Called Certain of them Came to wit George Overaker Isaac Alexander Grace
Lure Charles Burgett James Griffin Abram Carter. John Burney Elijah Cushing
Sylvester Starks, Benjamen Rollins, John Robinson Jacob Starnes; who
being empannelled Sworn tried and Sworn to speak the Truth concerning the
matters within Contained, Say upon their Oaths that the said John Bullen
did undertake and promise in manner and form as the said Mirror Pipes
hath above Complained against him, and they Assess the damages of
the said Mirror Pipes on Occasion of the premises besides his Costs and Charges
by him about his Suit in that behalf expended, to One hundred and
fifty two dollars. Therefore it is Considered by the Court here that the said
Mirror Pipes do recover against the said John Bullen his said damages
by the Juror aforesaid in form aforesaid Assessed. And also twenty four
dollars and fifty Seven Cents for his said Costs and Charges by him expen
ded in and about prosecuting his Suit in this behalf by the said Court now
here to the said Mirror Pipes adjudged with his Assent, which said damages
Costs and Charges Amount in the whole to One hundred and Seventy Six
dollars and fifty Seven Cents. And the said John Bullen in Mercy &c

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Archibald Brooks vs Ebenezer Rees

Pleas before the Honorable Peter Bryan Bruin and Daniel Burr
Esquires Judges in and for the Mississippi Territory at a Superior
Court of Law held at Natchez in and for the District of Adams
on the third Monday in June in the year of Our Lord One thousand
Eight hundred and three

Be it remembered that heretofore that is to say on the ninth day of July in
the year of our Lord one thousand eight hundred and two. The Mississippi Terri to
wit hath sent their writ of Certiorari to Samuel Brooks Esquire Presiding Judge of the
Court of Common pleas for the County of Adams Close in these words to wit Missi
ssippi Territory Adams District. United States of America. The Superior
Court of the aforesaid District, to Samuel Brooks Esquire presiding Judge
of the Court of the Court of Common pleas for the County of Adams Greeting
Because a Commentation of the Records Suggested by the defendants Counsel on
the action of Trespass on the Case, brought by Archibald Brooks against Ebenezer
Rees, upon which Judgment was given in your Court, and which was brought before
the said Superior Court by Appeal, And because the said Superior Court, for cer
tain reasons them especially moving before they proceed on this behalf, are willing
to be certified and informed, whether any reasons in Arrest of said Judgment
are on the Records of the said Court of Common Pleas, and if any what they
be. We Command you that you Search the said Records, and also the Roll
and other memorandums remaining on said Records, and what of the
reasons in Arrest of Judgment you shall find as fully and entirely as
they remain on said Records to the said Superior Court on the third
Monday in November next ensuing at Natchez in the District aforesaid
You do Certify and Send together with this Writ. Witness Peter Clark
Clerk of our said Superior Court this ninth day of July in the year
of Our Lord One thousand Eight hundred and two and in the twenty

seventh

year of the Sovereignty and Independance of the United States of America
Afterwards towit on the Twenty fourth day of November in the
Year of Our Lord One thousand Eight hundred and two the following
return was made to the aforesaid towit towit "Mississippi Territory
Adams County ss. Pleas before William Kenner and other his
Associates Esquires Justices of the Court of Common Pleas for the
County of Adams at the Court house in the Town of Natchez the
fourth day of November in the Year of Our Lord Eighteen hundred
and One Be it remembered that heretofore towit at a Court
of Common Pleas Continued and holden for the County of Adams
aforesaid at the Court house thereof in the Town of Natchez
on the Sixth day of November in the year of Our Lord one
thousand Seven hundred and Ninety nine Archibald Brooks
by Robert Nixon his Attorney came into Court and brought into
the Same his certain Bill against Ebenezer Ries being in Cus
tody of the Sheriff of said County of a plea of trespass on
the Case which Said bill hath for pledges for prosecution John
Doe and Richard Roe, and is in the following words to wit—
United States. Mississippi Territory. Adams County Before—
Archabald Brooks by his Attorney Robert Nixon. Complains
of Ebenezer Ries in Custody of the Sheriff for this towit. for
that whereas on the Sixteenth day of April in the year
of Our Lord Seventeen hundred and ninety eight at Natchez
in the County aforesaid, by Edward Randolph his agent
made his certain instrument in writing, commonly called a
promissory note. The name of the said Ebenezer in the pro
per hand of the said Edward Randolph Subscribed, bearing
date the day and year aforesaid, and then and there deliver
ed the said note the said Archibald, and then and thereby
two months after date promised to pay Mr. Archibald Brooks
Six hundred and fifty two and One half dollars in Mer
chantable Cotton delivered in New Orleans at twenty dollars
per hundred, by reason whereof the said Ebenezer became liable
to pay to the said Archibald the aforesaid Quantity of cotton
according to the tenor and effect of the said note, and being
so liable the said Ebenezer in Consideration thereof afterwards
towit on the first of December next thereafter at Natchez
aforesaid undertook and faithfully promised the said Archi
bald to pay him the said Quantity of Cotton mentioned in the
said note, according to the tenor and effect of said note when
thereto the said Ebenezer hath not paid the said Quantity of
Cotton or any part thereof according to the tenor and effect
of the said note, although thereto frequently requested, but the
same to Contest and pay hath hitherto wholly refused and
still doth refuse to the damage of the said Archibald
Two thousand dollars, and therefore he brings his Action—
and the said Ebenezer Ries by Abner L Duncan his Attorney
Comes and defends the wrong and injury when &c and saith
that he did not promise and undertake in manner and form
as the said Archibald Brooks above Complains against
him, and of this he puts himself upon the Country. And the
said Archibald Brooks doth the like. Therefore let a Jury

thereupon Come before the Court here, and who are no more of Kin either to the said Eb
nezer or the aforesaid Archibald the Jurors on the Wednesday next after the first Monday
of February next ensuing to recognize upon their Oaths the whole truth of the
premises because as well the said Ebenezer as the said Archibald have put
themselves upon that Jury

Afterwards to wit at a Court of Common Pleas Continued and holden for the
County aforesaid at the Court house thereof in the Town of Natchez on the nine
teenth day of February in the Year of Our Lord One thousand Eight hundred
thirteen Cause was legally Continued

Afterwards to wit at a Court of Common Pleas Continued and holden
for the County aforesaid at the Court house thereof in the Town of Natchez on
the 11th day of May in the year last aforesaid, Came the parties aforesaid
by their Attorneys aforesaid, and thereupon Came a Jury to wit Grove Boer
Abner Christopher Miller Williams Ruchen Christopher Lee Joseph Ford
Thomas Darbey Nicholas Hechter Charles King Matthew Rogers Ezekiel Dewitt
Patrick Connelly and Benjamin Stokes, who being elected tried and
Sworn to declare the truth of the Issue within Contained, upon their Oaths
do Say that the above named Ebenezer Rees did promise and undertake
in manner and form as the above named Archibald Brooks Complain
against him, and assess the damages of the aforesaid Archibald Brooks
by occasion of his not performing the promises and undertakings
before mentioned to Seven hundred and thirty dollars and Eighty Cents
besides his Costs of Suit. Whereupon the said Archibald Brooks by his
Attorney aforesaid prayeth Judgment against the said Ebenezer Rees
in and upon the Verdict aforesaid by the Jurors aforesaid given in form
aforesaid. And the said Ebenezer Rees by his Attorney aforesaid saith
that the Court here ought not to proceed to give Judgment upon the said
Verdict, and prayeth that the Judgment against him the said Ebenezer
Rees in and upon the verdict aforesaid by the Jurors aforesaid in form
aforesaid given may be stayed by reason

And because the Court here is not yet advised of giving their Judgment
of and upon the premises. Therefore day thereof is given as well to the
said Archibald Brooks as the said Ebenezer Rees until the Wednesday
after the first monday in August next ensuing to hear their Judgment
of and upon the premises, for that the Court is not yet advised thereof
At which day the Court not being yet advised of giving their Judgment
of and upon the premises this Cause was further Continued, after
wards at a Court of Common Pleas Continued and holden for the
County aforesaid at the Court house thereof on the fifth day of November
in the Year aforesaid this Cause was Continued—

Afterwards at a Court of Common Pleas Continued and holden for the
County aforesaid at the Court house thereof on the fourth day of Febru
ary in the Year One thousand Eight hundred and One this Cause by
the Consent of parties was further Continued—

Afterwards to wit at a Court of Common Pleas Continued and holden
for the County aforesaid at the Court house thereof on the fourth day
of May in the year last aforesaid this Cause was further Continued
Afterwards to wit at a Court of Common Pleas Continued and holden
for the County aforesaid at the Court house thereof the fifth day
of August in the year last aforesaid this Cause was further
Continued— Afterwards to wit at a Court of Common Pleas Con
tinued and holden for the County aforesaid at the Court house thereof
on the fourth day of November in the year last aforesaid this Cause
was further Continued— Afterwards on the day of June in the year
last aforesaid In virtue of a Mandate in this Cause lately made and

from decd / Hays has been forced into the Superior Court of Law for the district of Adams. which said Cause was legally Continued

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of our Lord one thousand eight hundred and two this Cause was legally Continued

And now at this day to wit the day and year first above written at a Superior Court of Law holden at Natchez in and for the district of Adams. Came the said Parties by their Attornies aforesaid. And thereupon it is ordered by the Court aforesaid that the motion of the said Ebenezer Rus be discharged and that he take nothing by the same. Therefore it is considered by the Court here that the said Archibald Brooks do recover against the said Ebenezer Rus the damages aforesaid to wit Seven hundred and thirty dollars and Eighty Cents by the Court aforesaid in form aforesaid assessed, and also forty three dollars twenty nine and one half cents for his Costs and Charges by him about his Suit in that behalf expended by the said Court now here adjudged to the said Archibald Brooks and with his assent. Which said damages Costs and Charges Amount in the whole to Seven hundred and seventy four Dollars ten and one-half Cents. And the said Ebenezer Rus in mercy &c—

Palser Shilling) vs William Gillespie

Pleas before the Honorable Peter Bryan Bruin and Daniel Burr Squires Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams. On the third Monday of June in the Year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday of November in the year of Our Lord One thousand Eight hundred and two. Palser Shilling by Lyman Hard his Attorney. By Virtue of the Statute of this Territory in such Case made and provided brought into the Court aforesaid a certified Transcript of the Record and proceedings of the County Court of the County of Adams in a certain Judgment wherein the said Palser Shilling is Plaintiff and William Gillespie Defendant from which the said Palser prayed and obtained an Appeal to the Court aforesaid: which said Transcript followeth in these words to wit.

Mississippi Territory County of Adams ss. Pleas before William Vousdan and other his Associates Esquires Justices

of the County Court for the County of Adams at the Court house there in the Town of Natchez this Eleventh day of June in the year of Our Lord one thousand Eight hundred and two. Be it remembered that here to fore towit at Pleas held in the Office of the Prothonotary of the Court of Common pleas by Order of said Court, on the Rule day in the Month of June in the year of our Lord One thousand Eight hundred and One. Palser Shilling by Lyman Harding came into the said Court and brought into the same his certain Plee against William Gillespie being in Custody &c of a plea of Trespass on the Case, which said Plee with the pledges of prosecution, John Doe and Richard Roe, and is in the following words towit, Adams County ss. Court of Common pleas May Term 1801. Palser Shilling Complains of William Gillespie in Custody &c of a plea of Trespass on the Case. For that whereas the said William Gillespie on the first day of January in the year of Our Lord One thousand Eight hundred and one at the County of Adams aforesaid, was indebted to Palser Shilling in two hundred dollars for divers goods wares and Merchandizes by the said Palser Shilling before that time sold and delivered to the said William Gillespie, and at his Speciall instance and request, and being so indebted to the said Palser Shilling he the said William Gillespie in Consideration thereof afterwards towit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said Palser Shilling to pay him the said sum of money when he the said William Gillespie should be thereunto afterwards requested, and whereas afterwards towit on the day and year last mentioned at the County aforesaid in Consideration that the said Palser Shilling at the like Speciall instance and request of the said William Gillespie had before that time sold and delivered to the said William Gillespie divers other Goods wares and merchandizes he the said William Gillespie then and there undertook and faithfully promised the said Palser Shilling to pay him as much money as he therefore reasonably deserved to have for the same when he the said William Gillespie should be afterwards thereunto required and the said Palser Shilling avers that he therefore reasonably deserved to have of the said William Gillespie for the same other two hundred dollars towit at the County aforesaid, whereof the said William Gillespie afterwards towit on the day and year last mentioned there and there had notice. And whereas also the said William Gillespie afterwards towit on the day and year last mentioned at the County aforesaid was indebted to the said Palser Shilling in other two hundred dollars for money by the said Palser Shilling before that time laid out expended and paid for the said William Gillespie and at his Speciall instance and request, and being so indebted to the said Palser Shilling he the said William Gillespie in Consideration thereof afterwards towit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said Palser Shilling to pay him the said Sum of money last mentioned when he the said William Gillespie should be thereunto afterwards requested. Nevertheless the said William Gillespie his several promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid several sums of money, or any part thereof

to the afores aid Palser Shilling hath not yet paid (at tho' to pay the Same the Said William Gillespie by the said Palser Shilling hath been often required but to pay the same to him the Said William Gillespie hath hitherto altogether refused and Still doth refuse to pay the same to the said Palser Shilling to his damage four hundred dollars and thereupon he brings Suit &c. And the said William Gillespie comes and Defends the wrong and injury when &c. And the said Palser Shilling by his Said Attorney prays that the said William Gillespie may answer to his said declaration. and upon this time is given to the said William Gillespie to imparle to the said plea of the said Palser Shilling until the next Rules and then to Answere thereunto. The same day is given unto the said Palser Shilling at the same place—

At Rules held in the Office of the Prothonotary of the Court Afores aid by Order of the said court on the Rule day in the month of July following came the said Palser Shilling by his Said Attorney. and the said William Gillespie at this day at tho Solemnly Called Came not. nor does he Say any thing in bar or preclusion of the said Action of the said Palser Shilling by which the said William Gillespie remains thereof undefended against him. for which the said Palser Shilling ought to recover against the said William Gillespie his Damages by Occasion of the premises. but because it is not Known what damages the said Palser Shilling has Sustained in this Cause by the Occasion aforesaid it was Ordered that a Writ of Enquiry issue to the Sheriff for the purpose of impannelling at the next Court a Jury of lawful Good and lawful men to enquire and Assess the Same

Afterwards Court at a Court of Common pleas Continued and holden for said County at the Court house thereof on the fifth day of August in the year last Afores aid this Cause was legally Continued—

Afterwards Court at a Court of Common pleas Continued and holden for said County at the Court house thereof on the fifth day of November in the year last afores aid this Cause was legally continued—

Afterwards Court on the twenty Sixth day of January in the year of Our Lord One thousand Eight hundred and two in Virtue of a Statute of this Territory, This Cause was transferred into the County Court of Said County—

And now at this day to wit the day and year first above written at a County Court Continued and holden for Said County at the Court house thereof in the Town of Natchez Came the said Palser Shilling by his Said Attorney. and thereupon Came a Jury to wit William Bishop John Irwin, David Collins Mathew William Porter Benjamin Belk. Bennet Truly Charles McBride, Stephen Stephenson. Charles King. John Ferguson

Thomas Overaker and Ezekiel Dewitt, who being duly elected tried and Sworn to enquire of damages in this Cause, whose Names do say that the said Palser Shilling has Sustained damages by occasion of the premises to one and a half cents besides his Costs of Suit. It is therefore Considered by the Court here that the said Palser Shilling do recover against the said William Gillespie aforesaid by the Jury in their Verdict in form aforesaid Assessed, and also thirteen dollars four and one half Cents for his Costs and Charges about his Suit in this behalf expended, which damages amounts in the whole to thirteen dollars and five Cents. And the said William Gillespie in mercy &c. Whereupon the said Palser Shilling by his Attorney aforesaid prays an Appeal from said Judgment into the Superior Court of Law for the District of Adams; And having entered into Bonds with two Securities as the law directs, the Appeal was allowed, and the Bond hereof the Sent up.—

Afterwards at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and two this Cause was legally continued

Afterwards it is Commanded that the Sheriff of Adams in the District of Adams and Territory aforesaid, do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten Good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord one thousand eight hundred and three, by whom and so forth who neither and so forth, to recognize and so forth, because as well and so forth. The same day is given to the parties aforesaid there and so forth

At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there held Came as well the said Palser Shilling by his Attorney aforesaid, as the said William Gillespie and the Jurors of which mention is above made being called Certain of them Came to wit George Overaker, Isaac Alexander, Israel Love, Charles Seargeant, James Griffin, Abram Martin, John Purney, Elijah Cushing, Lyles Carter, Stants Benjamin Rollins, William Hoss and Fredrick Hearn, who being empannelled Chosen tried and Sworn to declare the truth touching the matters within Contained Say upon their Oaths that the said Palser Shilling hath Sustained damages on Occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to Six and One fourth Cents. Therefore it is Considered by the Court here that the said Palser Shilling do recover against the said William Gillespie the said damages by the Jurors aforesaid in form aforesaid Assessed. And also twenty five dollars Seventy nine and a half Cents for his said Costs and Charges by him expended in and about the prosecuting his said Suit in this behalf by the said Court now here adjudged to the said Palser Shilling and with his Assent which said damages Costs and Charges amount in the whole to twenty Six dollars and Eighty three Cents And the said William Gillespie in mercy and so forth—

Abner L Duncan. vs Abraham Marten

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand eight hundred and three.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand eight hundred and two. Abraham Marten by his Attorney (By virtue of a Statute of the Territory aforesaid made and provided) brought into the Court aforesaid a certified Transcript of the Record and proceedings of the County Court for the County of Adams in a certain Judgment wherein Abner L Duncan is Plaintiff and the said Abram Marten Defendant from which he prayed and obtained an Appeal to the Court aforesaid &c. which said Transcript follows in these words to wit— Mississippi Territory. Adams County ss. Pleas before Samuel Brooks and other his Associates Esquires Justices of the County Court for the County of Adams at the Court house thereof in the Town of Natchez on Monday the fourth day of October in the year of Our Lord one thousand eight hundred and two and in the twenty fourth year of the American Independance Be it remembered that heretofore Court at a Court of Common Pleas held for said County on the fifth day of May one thousand eight hundred and one, Abner L Duncan by L B K Shews his Attorney Came into the said Court and brought into the same his Bill against Abraham Marten in Custody &c of a plea of trespass on the Case &c which said Bill hereto for plaques for prosecution John Doe and Richard Roe, and is in the following words to wit— Adams County ss. Court of Common Pleas May Term 1801. Abner L Duncan Complains of Abraham Marten in Custody &c. Of a plea of trespass on the Case &c For that whereas the said Abraham Marten on the tenth day of in the year of Our Lord One thousand seven hundred and ninety nine at Natchez in the County of Adams aforesaid, was indicted to the said Abner L Duncan as Attorney and Counsellor for the said Abraham Marten in One hundred dollars Money of the United States, for his fees labor and Care at in and about defending a certain negro man named Paul the property of the said Abram Marten, who stood indicted in the Supreme Court of this Territory for the murder of a certain Negro man called Paul. at the Special instance and request of the said Abram Marten, and before that time was done and bestowed as his Attorney and Counsel. And being thereupon so indebted the aforesaid Abraham Marten in consideration thereof afterwards, to wit on the same day and year aforesaid at Natchez in the County aforesaid undertook and then and there faithfully promised the said Abner L Duncan to pay him the said Sum of One hundred dollars, when he should be thereunto afterwards required. And whereas also the said Abram Marten

afforesaid Court on the Same day and year aforesaid at Natchez in the County aforesaid in Consideration that the Said Abner L. Duncan as Attorney and Counseller for the Said Abraham Abarten at the instance and request of the Said Abraham had before that time done and performed and bestowed other Labour and Care in and about defending a certain Negro Man named Paul the property of the Said Abraham, who stood Indicted in the Supreme Court of this Territory for the murder of a certain Negro man named Jack Vandirlook And then and there faithfully promised the Said Abner L Duncan to pay him as much money as he Should reasonably deserve to have for the Same labour and Care last Mentioned. And the aforesaid Abner L Duncan in fact Saith that he reasonably deserved to have for the Same labour and Care last mentioned of the aforesaid Abraham, Other One hundred dollars; whereof the Said Abraham there and there had notice. Yet the Said Abraham Abarten his Several promises and undertakings not in the least regarding, the aforesaid Sums of money or any part thereof to the aforesaid Abner L Duncan hath not yet paid / attho to pay the Same the Said Abraham by the Said Abner L Duncan has been often requested, but the Same to pay the Said Abraham hath altogether refused; and Still doth refuse to pay the Same to the Said Abner L Duncan, to his damage One hundred and fifty dollars and therefore he brings Suit &c And the Said Abram Martin by Samuel S. McMahon his Attorney comes and defends the wrong and injury when &c And Says that he never did promise and Assume upon himself in manner and form as is complained against him, and of this for trial puts himself upon the Country. And the Said Abner L Duncan doth the like. Therefore let a Jury come &c Afterwards towit at a Court of Common Pleas Continued and holden for the County aforesaid on Wednesday the fifth day of August in the year last aforesaid this Cause was legally Continued — Afterwards towit at a Court of Common Pleas Continued and holden for the County aforesaid, on Wednesday the fourth day of November in the year last aforesaid this Cause was legally Continued — Afterwards towit on the twenty Sixth day of January in the year of our Lord One thousand Eight hundred and two, in Virtue of a Statute of this Territory. This Cause was transfered to the County Court for said County. Afterwards towit at a County Court held for the County aforesaid on Monday the Seventh day of June in the year last mentioned this Cause was Continued until the next Term.

And now at this day towit the day and year first above mentioned Came the Parties by their Attornies. and thereupon Came also a Jury, towit Robert Threadgraton Montfort Calvit. Ezekiel Dewitt. Isaac Lane John King, Andrew Walker, George Hillian, Abram Taylor Moses Moore Daniel Whitaker, Hansil McCollum, and Elisha Estridge, who being elected tried and Sworn well and truly to try the Issue Joined returned the following Verdict towit. We of the Jury find for the Plaintiff twenty five dollars damage with Costs of Suit" Therefore it is considered by the Court that the Plaintiff Recover against the said Defendant his damages aforesaid in manner and form by the Jurors in their Verdict aforesaid Assessed. and also his Costs by him about his Suit in this behalf expended And the Defendant in mercy &c. And on the Eighth day of the said Term. Came the Defendant by his Attorney and prays an Appeal to the next Superior Court of Law to be holden for the Districts of Adams on the third monday in November next. which is granted whereupon the said Abraham Marten together with Lewis Bowly his Security, entered into and Acknowledged the following Bond towit

Know all men by there presents that we Abram Maarton and James Borley are fornlly bound to Abner L Duncan in the Sum of One hundred and fifty dollars to the due payment of which we bind ourselves our heirs Exrs Admrs & Assigns Jointly our Selves and Seals this twelfth day of October 1802. The Condition of the above obligation is this that whereas the above bound Maarton hath this day Obtained an Appeale from the Judgment of the County Court of Adams County to the Superior Court of Law of Adams District in a Suit wherein Abner L Duncan is Plaintiff and said Maarton Defendant. Now if the said Maarton doth prosecute the Same appeal to effect, and perform the Judgment Sentence or decree which the said Superior Court may pass or make therein, in Case the said Maarton Shall have the Cause decided against him. Then the above Obligation to be Void Otherwise to remain in full force, Acknowledged in Court. Test D Kerr Clk. A Maarton & James Borley Jr. his mark X

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred And two. this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two Good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams And Territory aforesaid do Summon ten Good and lawful men of his County. According to the directions of the General Assembly in Such Case made and provided. to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams On the third Monday in June in the Year of Our Lord One thousand and Eight hundred and three by whom and so forth who neither and so forth, because as how and so forth. The Same day is given to the parties aforesaid there and so forth At which day before the Judges aforesaid at the Court aforesaid then and there held Came as well the said Abner L Duncan as the said Abraham Maarton by their Attorneys aforesaid. And the Jurors of which mention is above made being called Certain of them Came to wit George Overaker Isaac Alexander Isaac Lure. James Griffin John Burney. Elisha Kissing Sylvester Stanto. Benjamen Rollins Nathaniel Ivey. Joseph Harrison Neil McCann and James Cole, who being impannelled Chosen tried and Sworn to Speak the truth concerning the matter within Contained. Say upon their Oaths that the said Abraham Maarton did wrongfully and from mere ill Manner and form as the said Abner Duncan hath Complained against him. And they assess the damages of the said Abner L Duncan on occasion of the premises. besides his Costs and Charges by him about his Suit in that behalf expended to fifty five dollars. Therefore it is Considered by the Court here that the said Abner L Duncan do recover against the said Abraham Maarton

his said damages by the Jurors aforesaid in form aforesaid Assessed And also
dollars and Cents for his said Costs and Charges by him in prosecuting his Suit
about prosecuting his Suit in this behalf by the said Court now here adjudged
to the said Abner Lewis and Wife with his assent. which said damages Costs
and Charges amount in the whole to dollars and Cents. And the
said Abram Marten in Mercy and so forth &c